



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, June 13, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
 - Appointment – Charles Romeo – Firefighter Pension Board, term to expire 4/1/2018
 - Appointment – Maria Kaplan – Parks & Recreation Commission, term to expire 5/31/2021
 - Re-Appointment – Michael Doerr – Special Events Committee, term to expire 5/31/2018
 - Re-Appointment – Dale Schwer – Special Events Committee, term to expire 5/31/2017
 - Re-Appointment – Anita Berg – Special Events Committee, term to expire 5/31/2017
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **Approval of Minutes:** Committee of the Whole Meeting, Monday, May 9, 2016; Village Board Meeting Monday, May 23, 2016; Committee of the Whole Meeting, Monday, May 23, 2016

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

- A. **Ordinance 2016-28** – An Ordinance Adopting Prevailing Wage Rates for the Year 2016 to be paid to Laborers, Mechanics and other workers Performing Construction on Public Works in the Village of Brookfield, Cook County, Illinois
- B. **Ordinance 2016-29** – AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.
- C. **Resolution 2016-1039** - A Resolution to Approve and Authorize the Execution of a Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield for the 2016 Prairie/Washington Pump Station Improvements Project
- D. **Resolution 2016-1040** – A Resolution Authorizing the Issuance of a Notice of Award for the Prairie/Washington Pump Station Improvements Project for the Village of Brookfield, Illinois
- E. **Resolution 2016-1041** – A Resolution Authorizing the Issuance of a Notice of Award for the 30th Street Combined Sewer Overflow Repair Project for the Village of Brookfield, Illinois
- F. **Resolution 2016-1042** – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Sidewalk Improvements Project for the Village of Brookfield, Illinois
- G. **Resolution 2016-1043** – A Resolution Authorizing the Issuance of a Notice of Award for Contract A – Sewer Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois
- H. **Resolution 2016-1044** – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Pavement Striping Program for the Village of Brookfield, Illinois
- I. **Resolution 2016-1045** – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Crack Filling Program for the Village of Brookfield, Illinois
- J. **Resolution 2016-1046** – RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

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VIII. Managers Report

- IX. Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY MAY 9, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooly, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Fire Department Chief Patrick Lenzi, and Village Attorney Richard Ramello and Deputy Clerk Theresa Coady

On Monday, May 9, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:53 P.M.

Discussion Items:

Complete Streets Policy

Presentation by Nicholas Greifer, Director of the Department of Community & Economic Development and Emily Egan, Village Planner.

Staff recommends the Village of Brookfield Committee of the Whole review and approve the draft resolution for subsequent consideration by the Village Board

ADJOURNMENT

Motion by Trustee LeClere, seconded by Trustee Garvey, to adjourn the Committee of the Whole Meeting of May 9, 2016 at 7:08 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooly, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, MAY 23, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Oberhauser

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello and Deputy Clerk Theresa Coady

On Monday May 23, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Approval of Minutes: Village Board Meeting on Monday, May 9, 2016

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of May 23, 2016. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

(Trustee Ryan Evans acted as Temporary Finance Chair)

⊙ Approval of Warrant dated May 23, 2016 - \$521,215.10

Motion by Trustee Ryan, seconded by Trustee LeClere, to approve Trustee Evans to act as Temporary Chairman of the Finance Committee in Trustee Oberhauser's absence. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

Motion by Trustee Evans, seconded by Trustee Garvey to approve the Warrant dated May 23, 2016 in the amount of \$521,215.10. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

⊙ Conservation Commission

No report

④ **Library & Parks & Recreation – Trustee Gilhooley**

Library: Brookfield Public Library sponsoring some programs and talks regarding Older Americans Month
Next Parks & Recreation meeting scheduled for June 21, 2016
Summer Camp for older children is full. Openings available for younger children.

④ **Beautification, Chamber of Commerce – Trustee Ryan**

Beautification Committee met Monday, May 10, 2016 and group is revamping the annual garden contest called "Brookfield In Bloom". Next meeting scheduled for June 14, 2016.

Chamber Street Dance was biggest ever and Chamber thanks all Village staff for its support and help.
Bike Rodeo also went well.

Farmers Market opens June 4, 2016 and closes October 15, 2015 from 8:00 A.M. to 1:00 P.M. at Village Hall.
Plant Swap to now be held by the Garden Club – June 4, 2016 – from 7:30 – 8:00 A.M.
Next Chamber business meeting scheduled for Thursday, May 26, 2016, 5:30 P.M. at Joe's Saloon
Chamber Luncheon scheduled for June 9, 2016 at Mary's Morning Mixup.

④ **Administration, DPW, Public Safety – Trustee Evans**

No report

④ **Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey**

No WCMC Solid Waste meetings held since last Board meeting. Planning and Zoning Commission meeting scheduled for Thursday, May 26, 2016 has been cancelled. Full agenda expected for June and possibly a Public Hearing will be scheduled in July regarding the modernization project.

④ **Special Events – Trustee LeClere**

Battle of the Bands a success
First Movie Night scheduled for June 17, 2016 – Ferris Bueler's Day Off at JC Ehlert Park
Concert in the Park scheduled for June 24, 2016 at Kiwanis Park
Flyers available with schedule of all music and movie events.

④ **Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark**

Bike Brookfield event a success, coordinated by the Community Development Department
Zoning Modernization meeting scheduled for May 24, 2016 for the subcommittee. Town Hall meetings to be scheduled for June.

NEW BUSINESS

Ordinance 2016-26 – An Ordinance Authorizing a Loan with First National Bank of Brookfield

Motion by Trustee Evans, seconded by Trustee LeClere, to approve Ordinance 2016-26 – An Ordinance Authorizing a Loan with First National Bank of Brookfield. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

Ordinance 2016-27 – An Ordinance Authorizing the Purchase of One Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper by the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Ordinance 2016-27 – An Ordinance Authorizing the Purchase of One Pierce Enforcer Pierce Ultimate Configuration (PUC) Pumper by the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

Resolution 2016-1038 – A Resolution Adopting the Village of Brookfield Complete Streets Policy

Motion by Trustee Ryan, seconded by Trustee LeClere, to approve Resolution 2016-1038 – A Resolution Adopting the Village of Brookfield Complete Streets Policy. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

Village Manager's Report – Keith Sbiral

West Suburban Mass Transit meeting during week of May 16, 2016 – vote done to approve a \$197,000.00 grant for improvement of Brookfield METRA station, which is a 67% grant match to our funds.

Bond sale scheduled for last week of June or first week July.

2016 Sewer project moving forward regarding the 2016 street project

Community Development Director Nick Greifer spoke about the success of the Bike Brookfield Event.

Bond issue: Reimbursement Resolution to be on agenda in June

Village Engineer Derek Treichel gave update on Shields Avenue project. Projected completion late July/early August.

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Garvey, seconded by Trustee LeClere, to adjourn the Regular Village Board of Trustees meeting of May 23, 2016 at 6:51 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Evans, to reconvene the Regular Village Board Meeting of May 23, 2016 at 7:32 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to adjourn the Regular Village Board of Trustees meeting of May 23, 2016 at 7:33 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or

dismissal of specific village employees. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of May 23 2016 at 7:49 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of May 23, 2016 at 7:49 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser.

Brigid Weber
Village Clerk
Village of Brookfield

lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
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MEMBERS ABSENT: Trustee Oberhauser

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello and Deputy Clerk Theresa Coady

On Monday, May 23, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:52 P.M.

Discussion Items:

Pavement Maintenance Action Plan

Staff has worked with Hancock Engineering to develop two 2016 maintenance contracts. The first is for striping of roadways with the following scope of work: Maple (Brookfield to 31st) and Prairie (Brookfield to 31st). Estimated cost \$24,835.00

Second is for crack sealing and surface repair with the following scope of work:

Grand Boulevard - Grant to 31st Street
Maple Avenue – 47th – Burlington
Prairie Avenue – 47th – Burlington
Estimated cost - \$19,600.

Consensus of Board was to issue bid documents.

Information Services Presentation

This item is provided as information for the Board of Trustees. Future action will be presented to restructure IT services and expand use of municipal technology.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Committee of the Whole Meeting of May 23, 2016 at 7:32 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: Trustee Oberhauser..

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 06/13/2016

FOR THE PERIOD 05/24/2016 TO 06/13/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 06/13/2016 in the Total Amount of \$1,018,432.21

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
19574	05/24/2016	Open			Utility Management Refund	FANDRE, H, A	\$61.86		
19625	05/24/2016	Open			Utility Management Refund	MARKUS, D	\$37.11		
19626	05/24/2016	Open			Utility Management Refund	HARTMAN, G	\$26.25		
19627	05/24/2016	Open			Utility Management Refund	LYONS, P	\$37.12		
19628	05/24/2016	Open			Utility Management Refund	SUNDERLAND, LAWRENCE & JENNIFER	\$13.13		
19629	05/24/2016	Open			Utility Management Refund	GARCIA, VICTOR	\$11.29		
19630	05/24/2016	Open			Utility Management Refund	STEVENS, CARISSA	\$2.11		
19632	05/24/2016	Open			Utility Management Refund	GRAENING, K	\$37.11		
19633	05/24/2016	Open			Utility Management Refund	HUNT, I	\$53.95		
19634	05/24/2016	Open			Utility Management Refund	MESSINA, ANGELA	\$270.21		
Account Type Account Number Description Transaction Date Transaction Type									
Residential 100009-003 05/20/2016 REFUND ADJUSTMENT									
19636	05/24/2016	Open			Utility Management Refund	BURGHGRAEF, A	\$67.41		
19637	05/25/2016	Open			Utility Management Refund	DE HART, T	\$48.44		
19638	05/25/2016	Open			Utility Management Refund	HOFBAUER, ALEXIS	\$37.11		
19639	05/25/2016	Open			Utility Management Refund	KENSINGTON PROPERTY RE LLC	\$2.11		
19640	05/25/2016	Open			Utility Management Refund	IH3 PROPERTIES	\$36.95		
19641	05/25/2016	Open			Utility Management Refund	NORTIER, B	\$2.11		
19642	05/26/2016	Open			Utility Management Refund	SCHAFFER, D	\$37.11		
19643	06/02/2016	Open			Accounts Payable	Joe Rizza Ford	\$54,694.00		
Invoice Date Description Amount									
060116 06/02/2016 new squad cars \$54,694.00									
19644	06/13/2016	Open			Accounts Payable	A & M Parts Inc.	\$1,894.61		
Invoice Date Description Amount									
568780 05/24/2016 napa heavy duty 30qt \$2.19									
567486 05/24/2016 adh screw mt base \$9.09									
568243 05/24/2016 ignition coil \$53.22									
568327 05/24/2016 ignition coil \$92.82									
568373 05/24/2016 battery charger \$42.99									
568524 05/24/2016 magnet tray, 60w 12v bulb, ties, cabin air filter, plug \$183.46									
568701 05/24/2016 top coil \$159.70									
568701 05/24/2016 taillight lens assy, replacement lamp, sockets \$159.70									

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	568702		05/24/2016	freight for invoice 568701			\$20.00		
	568860		05/24/2016	fuel filter			\$45.30		
	567101		05/24/2016	air element with pins			\$39.49		
	568928		05/24/2016	adhesive			\$18.65		
	569755		05/24/2016	bulb, 26pc screwdriver set, raven blk nitrile glv			\$41.18		
	569842		05/24/2016	oil filter, door panel rem tool, vbalve coles, soldering clamp			\$83.47		
	570283		05/24/2016	wheel nut			\$31.50		
	570205		05/24/2016	scotseal hub cap, 1qt syngear oil			\$30.22		
	568873		05/24/2016	core deposit			(\$9.00)		
	570553		05/24/2016	core deposit			(\$18.00)		
	570972		05/24/2016	oil filter, fuel filter, cs2 rolls paper, dispenser			\$674.55		
	570275		05/24/2016	parts for 2009 ford focus			\$314.64		
	571396		06/06/2016	permatex safer scraper			\$8.98		
	571933		06/06/2016	hitch pin			\$10.76		
	572129		06/06/2016	aeros lubricant spray			\$59.40		
19645	06/13/2016	Open			Accounts Payable	A. Block Marketing, Inc.	\$25.00		
	Invoice		Date	Description			Amount		
	00067179		05/24/2016	tipping fee			\$25.00		
19646	06/13/2016	Open			Accounts Payable	Accurate Document Destruction	\$264.61		
	Invoice		Date	Description			Amount		
	14083508		06/06/2016	shredding service			\$264.61		
19647	06/13/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$159.90		
	Invoice		Date	Description			Amount		
	112668		05/24/2016	servus hip boots			\$159.90		
19648	06/13/2016	Open			Accounts Payable	Airgas USA, LLC	\$467.11		
	Invoice		Date	Description			Amount		
	9500329782		05/24/2016	medical oxygen			\$184.84		
	9051240633		05/24/2016	hldr elect af-2, cap wldr ctnn cnvs asrtd bln top stchn			\$54.36		
	9935657885		05/24/2016	welding gases			\$227.91		
19649	06/13/2016	Open			Accounts Payable	Aramark Refreshment Services	\$240.53		
	Invoice		Date	Description			Amount		
	8999968		05/24/2016	caribou/donut house kcups			\$175.59		
	8991463		06/06/2016	aramark bronze water filter			\$64.94		
19650	06/13/2016	Open			Accounts Payable	AT&T	\$3,717.05		
	Invoice		Date	Description			Amount		
	2016-00000363		06/06/2016	708-485-6045 626 7			\$328.54		
	2016-00000364		06/06/2016	708-Z14-0030 532 9			\$351.13		
	2016-00000365		06/06/2016	708-Z14-0033 533 4			\$351.13		
	2016-00000366		06/06/2016	708-Z14-0045 566 0			\$2,335.12		
	2016-00000367		06/06/2016	708-Z14-0019 530 8			\$351.13		
19651	06/13/2016	Open			Accounts Payable	Avalon Petroleum Co.	\$11,602.40		
	Invoice		Date	Description			Amount		
	017070		06/06/2016	ultra low sulfur dsl			\$3,698.00		
	459458		06/06/2016	rfg 10% ethanol			\$7,904.40		

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19652	06/13/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$2,171.56		
	Invoice		Date	Description		Amount			
	43987		06/06/2016	3815 Arthur, project #1114944		\$200.00			
	43988		06/06/2016	8900 Fairview, project #1114900		\$300.00			
	43959		05/24/2016	3230 PRAIRIE ADDITION		\$428.96			
	43958		05/24/2016	3112 ELM		\$517.60			
	43886		05/24/2016	SPRINKLER SYSTEM 8832 CONGRESS PARK		\$200.00			
	43888		05/24/2016	3212 RAYMOND ADDITION		\$525.00			
19653	06/13/2016	Open			Accounts Payable	Best Technology Systems Inc	\$5,495.00		
	Invoice		Date	Description		Amount			
	btl-16032-2		05/24/2016	haz waste 55gal		\$520.00			
	btl-16032-1		05/24/2016	type 2 recycle and basic clean Proposal 1 & 2		\$4,975.00			
19654	06/13/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$139,209.49		
	Invoice		Date	Description		Amount			
	2016-00000368		06/06/2016	medical insurance premiums-acct #051133		\$139,209.49			
19655	06/13/2016	Open			Accounts Payable	Brookfield True Value Hardware	\$126.81		
	Invoice		Date	Description		Amount			
	89294		05/24/2016	4pk bulbs		\$8.99			
	89298		05/24/2016	liquid nails		\$10.48			
	89310		05/24/2016	batteries		\$22.92			
	89358		05/24/2016	fuses		\$6.29			
	89367		05/24/2016	paint supplies		\$4.93			
	89313		05/24/2016	blue tarps		\$61.17			
	89332		05/24/2016	light bulb		\$2.15			
	89342		05/24/2016	trash bags		\$7.19			
	89366		05/24/2016	lysol		\$2.69			
19656	06/13/2016	Open			Accounts Payable	Carstar Scola's Collision Center	\$1,100.75		
	Invoice		Date	Description		Amount			
	51163		06/06/2016	squad car repairs		\$1,100.75			
19657	06/13/2016	Open			Accounts Payable	Case Lots, Inc.	\$487.50		
	Invoice		Date	Description		Amount			
	013287		05/24/2016	laundry soap, white single towels		\$314.00			
	013031		05/24/2016	box soap		\$173.50			
19658	06/13/2016	Open			Accounts Payable	Chicago Contractor's Supply	\$1,159.96		
	Invoice		Date	Description		Amount			
	11644842		05/24/2016	caulk gun, tools, dowel bar		\$1,159.96			
19659	06/13/2016	Open			Accounts Payable	Chicago Parts & Sound LLC	\$640.00		
	Invoice		Date	Description		Amount			
	758080		05/24/2016	Ford tech training		\$640.00			
19660	06/13/2016	Open			Accounts Payable	Christopher Mark Flowers	\$97.00		
	Invoice		Date	Description		Amount			
	497585		06/06/2016	sympathy arrangement for Barbara Tokmanian		\$97.00			
19661	06/13/2016	Open			Accounts Payable	Cintas Corp	\$68.92		
	Invoice		Date	Description		Amount			
	5005096293		06/06/2016	first aid kit supplies		\$68.92			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19662	06/13/2016	Open			Accounts Payable	Ciorba Group	\$7,459.85		
	Invoice		Date	Description		Amount			
	22685		06/06/2016	brookfield ave over salt creek		\$7,459.85			
19663	06/13/2016	Open			Accounts Payable	Codametrics	\$600.00		
	Invoice		Date	Description		Amount			
	brookfield add 1		06/06/2016	congress park development sketches		\$600.00			
19664	06/13/2016	Open			Accounts Payable	Comcast	\$180.86		
	Invoice		Date	Description		Amount			
	2016-00000369		06/06/2016	8771 20 167 0009616 - cable at VH		\$10.55			
	2016-00000370		06/06/2016	8771 20 167 0016389 - cable at DPW		\$17.97			
	2016-00000371		06/06/2016	8771 20 167 0165665 - internet at FD		\$2.49			
	2016-00000372		06/06/2016	internet @ VH		\$149.85			
19665	06/13/2016	Open			Accounts Payable	ComEd	\$682.89		
	Invoice		Date	Description		Amount			
	2016-00000359		05/24/2016	6292126004		\$306.96			
	2016-00000373		06/06/2016	0683030051 - svc @ 8652 Southview		\$30.20			
	2016-00000374		06/06/2016	2083099069 - svc @ 8501 Brookfield		\$54.73			
	2016-00000382		05/24/2016	2427077087 - svc @ 4315 Park Concession Stand		\$180.76			
	2016-00000383		05/24/2016	3543076047 - svc @ 9001 Shields		\$110.24			
19666	06/13/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$289.00		
	Invoice		Date	Description		Amount			
	05112016		05/24/2016	valve, flapper, toilet reset		\$289.00			
19667	06/13/2016	Open			Accounts Payable	Cook County Dept of Public Health	\$3,200.00		
	Invoice		Date	Description		Amount			
	053116		06/06/2016	health inspections 1st quarter 2016		\$3,200.00			
19668	06/13/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$2,752.25		
	Invoice		Date	Description		Amount			
	50153519		06/06/2016	copier contracts		\$2,177.00			
	49961222		06/06/2016	copiers		\$575.25			
19669	06/13/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$8,832.23		
	Invoice		Date	Description		Amount			
	850055		06/06/2016	Dental Insurance - group #10448-000-00002-00001		\$149.08			
	850054D		06/06/2016	Dental Insurance - group #10448-000-00001-00000		\$8,462.58			
	85004V		06/06/2016	Vision Insurance		\$220.57			
19670	06/13/2016	Open			Accounts Payable	Detail Unlimited Inc	\$240.00		
	Invoice		Date	Description		Amount			
	12886		06/06/2016	squad car detailing		\$120.00			
	12885		06/06/2016	squad car detailing		\$120.00			
19671	06/13/2016	Open			Accounts Payable	Duncan Associates	\$1,052.65		
	Invoice		Date	Description		Amount			
	881-16-02bal		06/06/2016	use modernization		\$1,052.65			
19672	06/13/2016	Open			Accounts Payable	Eagle Uniform Co, Inc, The	\$416.00		
	Invoice		Date	Description		Amount			
	245732		06/06/2016	police vest alterations/patch/velcro		\$40.00			
	245640		06/06/2016	police shirts/zippers, stars, pants		\$376.00			

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19673	06/13/2016	Open			Accounts Payable	Easypemrit Postage	\$667.78		
	Invoice		Date	Description		Amount			
	051116		06/06/2016	postage		\$667.78			
19674	06/13/2016	Open			Accounts Payable	Factory Motor Parts	\$120.38		
	Invoice		Date	Description		Amount			
	50-1340531		06/06/2016	coil asy, spark plug		\$133.78			
	50-1318783		06/06/2016	oil filler tube		(\$13.40)			
19675	06/13/2016	Open			Accounts Payable	FIAT	\$3,500.00		
	Invoice		Date	Description		Amount			
	bpd16-17		05/24/2016	annual dues		\$3,500.00			
19676	06/13/2016	Open			Accounts Payable	Fire Service, Inc.	\$427.45		
	Invoice		Date	Description		Amount			
	21445		05/24/2016	rebuild valve, leak testing		\$427.45			
19677	06/13/2016	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$6,296.34		
	Invoice		Date	Description		Amount			
	476341		05/24/2016	lever, clamp		\$136.85			
	121321		06/06/2016	truck repairs		\$6,159.49			
19678	06/13/2016	Open			Accounts Payable	GFOA	\$435.00		
	Invoice		Date	Description		Amount			
	052716		06/06/2016	certificate of achievement program		\$435.00			
19679	06/13/2016	Open			Accounts Payable	Global Capacity	\$523.25		
	Invoice		Date	Description		Amount			
	49465242		06/06/2016	dsl service		\$523.25			
19680	06/13/2016	Open			Accounts Payable	GMF Contractors	\$22.00		
	Invoice		Date	Description		Amount			
	04042016		05/24/2016	2gl b&c oil		\$22.00			
19681	06/13/2016	Open			Accounts Payable	Groot Industries, Inc.	\$2,682.99		
	Invoice		Date	Description		Amount			
	CR125406		05/24/2016	garbage		\$2,009.82			
	CR125429		06/06/2016	dumping charges		\$673.17			
19682	06/13/2016	Open			Accounts Payable	Harlem Plumbing Supply	\$17.02		
	Invoice		Date	Description		Amount			
	78280		05/24/2016	heater element		\$17.02			
19683	06/13/2016	Open			Accounts Payable	HD Supply Waterworks, Ltd	\$365.33		
	Invoice		Date	Description		Amount			
	F484821		05/24/2016	mueller hyd rep kit		\$365.33			
19684	06/13/2016	Open			Accounts Payable	IACP	\$150.00		
	Invoice		Date	Description		Amount			
	1001195438		06/06/2016	membership renewal		\$150.00			
19685	06/13/2016	Open			Accounts Payable	ILCMA	\$342.50		
	Invoice		Date	Description		Amount			
	2016-2017		06/06/2016	membership renewal		\$342.50			
19686	06/13/2016	Open			Accounts Payable	Illinois Paper & Copier Co.	\$570.00		
	Invoice		Date	Description		Amount			
	IN223148		06/06/2016	copy paper		\$570.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19687	06/13/2016	Open			Accounts Payable	JCM Uniforms Inc.	\$7,247.17		
	Invoice		Date	Description		Amount			
	717257		05/24/2016	fire uniforms		\$4,814.47			
	717259		05/24/2016	uniforms fire		\$2,432.70			
19688	06/13/2016	Open			Accounts Payable	K-Five Hodgkins LLC	\$200.00		
	Invoice		Date	Description		Amount			
	297MB		06/06/2016	6 wheeler dump		\$100.00			
	192MB		06/06/2016	6 wheeler dump		\$100.00			
19689	06/13/2016	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$1,850.00		
	Invoice		Date	Description		Amount			
	13881		05/24/2016	eight corners TIF		\$1,850.00			
19690	06/13/2016	Open			Accounts Payable	Kara Co Inc.	\$66.26		
	Invoice		Date	Description		Amount			
	318690		05/24/2016	orange paint survey marking		\$50.40			
	318521		05/24/2016	wire flags		\$15.86			
19691	06/13/2016	Open			Accounts Payable	Kiesler's Police Supply	\$2,401.96		
	Invoice		Date	Description		Amount			
	0791994		05/24/2016	ammo		\$2,401.96			
19692	06/13/2016	Open			Accounts Payable	L-K Fire Extinguisher Service	\$496.90		
	Invoice		Date	Description		Amount			
	67929		05/24/2016	fire extinguisher maint		\$110.50			
	67886		05/24/2016	fire extinguisher		\$386.40			
19693	06/13/2016	Open			Accounts Payable	LA Fasteners Inc.	\$1,193.64		
	Invoice		Date	Description		Amount			
	1-97887		05/24/2016	tube clamp		\$18.60			
	1-97002		05/24/2016	handle, gasket, tool repair		\$263.54			
	1-97029		05/24/2016	hose assy		\$79.70			
	1-97003		05/24/2016	grease FTG		\$61.96			
	1-98570		06/06/2016	discharge hose assy		\$769.84			
19694	06/13/2016	Open			Accounts Payable	La Grange Pk Ace Hardware	\$92.78		
	Invoice		Date	Description		Amount			
	63242		05/24/2016	fasteners, cm slide lock knife		\$24.09			
	63266		05/24/2016	weed & feed		\$65.98			
	63283		05/24/2016	fasteners		\$7.20			
	63427		05/24/2016	rope brad		\$11.69			
	63479		05/24/2016	ace brush wheel coarse, ace brush wheel fine		\$21.56			
	63480		05/24/2016	ace brush wheel coarse, ace brush wheel fine		(\$21.56)			
	F02173		05/24/2016	unapplied payment		(\$16.18)			
19695	06/13/2016	Open			Accounts Payable	Lapshin, Tracy	\$469.80		
	Invoice		Date	Description		Amount			
	16wintr		06/06/2016	fencing classes		\$469.80			
19696	06/13/2016	Open			Accounts Payable	Lawson Products, Inc.	\$489.23		
	Invoice		Date	Description		Amount			
	9304079700		05/24/2016	TOOLS, SUPPLIES		\$489.23			

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19697	06/13/2016	Open			Accounts Payable	Lehigh Hanson	\$2,640.38		
	Invoice		Date	Description		Amount			
	5560790		05/24/2016	stone		\$461.83			
	5560478		05/24/2016	stone		\$216.49			
	5562154		06/06/2016	3"stone		\$559.45			
	5561269		06/06/2016	3" stone, grade 8 stone		\$319.80			
	5561867		06/06/2016	3" stone, grade 8 stone		\$779.06			
	5562475		06/06/2016	3" stone		\$303.75			
19698	06/13/2016	Open			Accounts Payable	Lenartson, Ann	\$652.80		
	Invoice		Date	Description		Amount			
	052716		06/06/2016	dance classes		\$652.80			
19699	06/13/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$641.25		
	Invoice		Date	Description		Amount			
	s-22410		05/24/2016	maintenance		\$337.50			
	s-22449		05/24/2016	maintenance of HVAC		\$303.75			
19700	06/13/2016	Open			Accounts Payable	Living Waters Consultants, Inc.	\$1,400.00		
	Invoice		Date	Description		Amount			
	2024		05/24/2016	plant maintenance		\$1,400.00			
19701	06/13/2016	Open			Accounts Payable	M & M Sports	\$669.50		
	Invoice		Date	Description		Amount			
	42757		05/24/2016	t-shirts for Battle of the Bands		\$669.50			
19702	06/13/2016	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$825.00		
	Invoice		Date	Description		Amount			
	28484		05/24/2016	4505 Oak leak location services		\$825.00			
19703	06/13/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$722.69		
	Invoice		Date	Description		Amount			
	2016-00000381		06/06/2016	ins adm fees		\$722.69			
19704	06/13/2016	Open			Accounts Payable	Marathon Sportswear	\$164.14		
	Invoice		Date	Description		Amount			
	170891		06/06/2016	tshirts for bike brookfield		\$164.14			
19705	06/13/2016	Open			Accounts Payable	Menards	\$1,540.28		
	Invoice		Date	Description		Amount			
	34518		05/24/2016	tools		\$107.95			
	34512		05/24/2016	tools		\$102.53			
	34609		05/24/2016	tools		\$87.45			
	33506		05/24/2016	8' post		\$219.80			
	34421		05/24/2016	tools, gloves		\$102.03			
	34462		05/24/2016	grout, auger, duck pro		\$37.96			
	34418		05/24/2016	tools, supplies		\$139.25			
	34419		05/24/2016	9" roller		\$3.88			
	34314		05/24/2016	tools		\$113.83			
	34308		05/24/2016	toilet repair kit		\$24.99			
	33879		05/24/2016	tools/parts		\$195.06			
	33960		05/24/2016	tools, parts		\$184.38			
	33996		05/24/2016	tools		\$109.03			
	33880		05/24/2016	safety paint		\$31.95			
	33882		05/24/2016	masonry nails		\$14.28			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	35728		06/06/2016		key safe wall mount, twisted polyest, recip blade, post support		\$65.91		
19706	06/13/2016	Open			Accounts Payable	Miner Electronics Corp	\$12,065.66		
	Invoice		Date	Description		Amount			
	260372		06/06/2016	knob volume waris mobile, knob red for slide switch		\$16.89			
	260210		06/06/2016	radar remote repair		\$114.29			
	260450		06/06/2016	equipment for new squad car		\$5,824.00			
	260451		06/06/2016	equipment for new squad car		\$6,110.48			
19707	06/13/2016	Open			Accounts Payable	Monroe Truck Equipment	\$4,990.00		
	Invoice		Date	Description		Amount			
	73772		05/24/2016	plow 9' boss super duty snowplow		\$4,990.00			
19708	06/13/2016	Open			Accounts Payable	Muellermist Irrigation Co.	\$260.03		
	Invoice		Date	Description		Amount			
	63518		05/24/2016	service repair		\$260.03			
19709	06/13/2016	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	30900616		06/06/2016	life insurance		\$184.00			
19710	06/13/2016	Open			Accounts Payable	North East Multi-Regional Training	\$3,300.00		
	Invoice		Date	Description		Amount			
	206213		05/24/2016	40hr field training officer (Weissgerber)		\$255.00			
	207123		06/06/2016	criminal related interviewing		\$100.00			
	204430		06/06/2016	membership fees 2016-2017		\$2,945.00			
19711	06/13/2016	Open			Accounts Payable	Nutoys Leisure Products	\$1,519.50		
	Invoice		Date	Description		Amount			
	44331		06/06/2016	swings, chains, mats		\$1,519.50			
19712	06/13/2016	Open			Accounts Payable	O'Leary's Contractors Equipment & Supply, Inc	\$2,233.15		
	Invoice		Date	Description		Amount			
	175374		06/06/2016	maul, handle, air tool oil		\$32.01			
	174148		06/06/2016	right angle placer, handle, sprayer chapin		\$303.18			
	175918		06/06/2016	scissors 26' electric, trailer		\$180.00			
	175683		06/06/2016	air tool oil, maul, handle, edger, seamer/groover, polyseal		\$375.96			
	175676		06/06/2016	drill, slab rider 1-g		\$844.00			
	174735		06/06/2016	release concr form, polyseal concr cure, whirly bit		\$498.00			
19713	06/13/2016	Open			Accounts Payable	Parklink	\$727.60		
	Invoice		Date	Description		Amount			
	20392		06/06/2016	temp tattoos, waterbottles for bike brookfield		\$727.60			
19714	06/13/2016	Open			Accounts Payable	Patten Industries, Inc.	\$2,529.88		
	Invoice		Date	Description		Amount			
	p50r0109257		05/24/2016	return		(\$284.92)			
	p50c0946747		05/24/2016	kit-cushion		\$284.92			
	p50c0946746		05/24/2016	ai cartridge		\$123.82			
	P50C0948742		06/06/2016	tip impact, retainer as, pin-get, bucket gp-ho		\$2,121.14			
	P50C0946745		05/24/2016	kit-cushion		\$284.92			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19715	06/13/2016	Open			Accounts Payable	Physio-Control, Inc.	\$1,149.00		
	Invoice		Date	Description		Amount			
	416094375		05/24/2016	quarterly billing equipment service contract		\$1,149.00			
19716	06/13/2016	Open			Accounts Payable	Portable John, Inc.	\$170.17		
	Invoice		Date	Description		Amount			
	A-209002		06/06/2016	weekly svc at Ehlert Park		\$170.17			
19717	06/13/2016	Open			Accounts Payable	Priority Print	\$329.95		
	Invoice		Date	Description		Amount			
	20160878		05/24/2016	receipts 2000qty		\$195.65			
	20160972		06/06/2016	business cards		\$41.50			
	20160992		06/06/2016	approved green stickers		\$92.80			
19718	06/13/2016	Open			Accounts Payable	Proviso Municipal League	\$425.00		
	Invoice		Date	Description		Amount			
	brook16		05/24/2016	membership dues 05/01/16--04/30/17		\$425.00			
19719	06/13/2016	Open			Accounts Payable	RelaDyne, LLC	\$2,518.00		
	Invoice		Date	Description		Amount			
	0961290-IN		05/24/2016	lubricants/fluids		\$2,518.00			
19720	06/13/2016	Open			Accounts Payable	Reliable Materials Lyons LLC	\$2,220.68		
	Invoice		Date	Description		Amount			
	62879		05/24/2016	garbage mixed load dump		\$321.00			
	63666		06/06/2016	mixed load dump		\$657.00			
	64589		06/06/2016	mixed load dump		\$107.00			
	63512		06/06/2016	clean concrete dump		\$102.00			
	64594		06/06/2016	idot CA-6 60/40		\$90.68			
	64593		06/06/2016	mixed load dump		\$428.00			
	64592		06/06/2016	mixed load dump		\$102.00			
	64591		06/06/2016	mixed load dump		\$107.00			
	64590		06/06/2016	mixed load dump		\$306.00			
19721	06/13/2016	Open			Accounts Payable	Richardson, Anita	\$2,250.00		
	Invoice		Date	Description		Amount			
	2016-5		06/06/2016	May 2016 adjudication, B parking permit consultation		\$2,250.00			
19722	06/13/2016	Open			Accounts Payable	Rush Truck Center - Chicago	\$309.23		
	Invoice		Date	Description		Amount			
	3002505013		06/06/2016	glass assy mir prprtry cnvx ht, kt holdr kit mir upr holder		\$187.58			
	3002596704		06/06/2016	pump fuel primer kit		\$129.86			
	3002507692		06/06/2016	glass assy mir std cnvx htd		\$58.34			
	3002508384		06/06/2016	glass assy mir prprtry cnvx ht		(\$66.55)			
19723	06/13/2016	Open			Accounts Payable	Sam's Club	\$402.40		
	Invoice		Date	Description		Amount			
	000921		06/06/2016	let's win supplies		\$103.80			
	002708		06/06/2016	cake for cpa graduation		\$37.99			
	000321		06/06/2016	supplies for cop on roof		\$93.35			
	007857		06/06/2016	let's win supplies		\$71.34			
	001561		06/06/2016	let's win supplies		\$95.92			

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19724	06/13/2016	Open			Accounts Payable	Secretary of State-Driver Service	\$40.00		
	Invoice		Date	Description		Amount			
	05042016		05/24/2016	drivers license suspension		\$40.00			
19725	06/13/2016	Open			Accounts Payable	Sherwin Williams Co.	\$60.56		
	Invoice		Date	Description		Amount			
	3854-0		05/24/2016	paint		\$60.56			
19726	06/13/2016	Open			Accounts Payable	Snap-On Tools	\$94.25		
	Invoice		Date	Description		Amount			
	94.25		05/24/2016	parts/supplies		\$94.25			
19727	06/13/2016	Open			Accounts Payable	Standard Equipment Co.	\$78.23		
	Invoice		Date	Description		Amount			
	C13325		06/06/2016	inline check, counter measure wheel, footage counter		\$680.50			
	C13395		06/06/2016	air compressor		\$219.52			
	C11615		06/06/2016	actuator-linear		(\$821.79)			
19728	06/13/2016	Open			Accounts Payable	Staples Advantage	\$452.43		
	Invoice		Date	Description		Amount			
	3299136279		05/24/2016	cork board		\$115.99			
	3299136280		05/24/2016	office supplies		\$147.55			
	3302067389		06/06/2016	staples, wristbands, duct tape		\$78.22			
	33025833570		06/06/2016	ld nwsbg 10x16x0008 w/hh 2m/cs		\$56.99			
	3302067388		06/06/2016	certificate metallic blue		\$5.29			
	3301449641		05/24/2016	crest certification holders, clorox dsnfct wipes		\$48.39			
19729	06/13/2016	Open			Accounts Payable	Storino, Ramello & Durkin	\$36,956.08		
	Invoice		Date	Description		Amount			
	69670		06/06/2016	village legal fees		\$36,956.08			
19730	06/13/2016	Open			Accounts Payable	Suburban Laboratories, Inc.	\$315.00		
	Invoice		Date	Description		Amount			
	134098		05/24/2016	SOIL TESTING		\$50.00			
	134242		06/06/2016	coliform presence absence for iepa		\$265.00			
19731	06/13/2016	Open			Accounts Payable	Suburban Truck Parts	\$230.34		
	Invoice		Date	Description		Amount			
	33086		05/24/2016	PWER STEERING FILTER		\$17.38			
	32810		05/24/2016	VALVE STEM EXTENSION		\$149.50			
	33545		06/06/2016	stack curved		\$63.46			
19732	06/13/2016	Open			Accounts Payable	Sullivan, Amy	\$54.50		
	Invoice		Date	Description		Amount			
	03222016		05/24/2016	KIWANIS PARK REC BOOKS		\$54.50			
19733	06/13/2016	Open			Accounts Payable	Terminal Supply Co.	\$78.06		
	Invoice		Date	Description		Amount			
	19525-00		05/24/2016	gxl-500-b1k		\$78.06			
19734	06/13/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$625.03		
	Invoice		Date	Description		Amount			
	19486		05/24/2016	Utility bill rendering 05/04/2016, 05/17/2016		\$625.03			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19735	06/13/2016	Open			Accounts Payable	Thomson Reuters - West	\$218.88		
	Invoice		Date	Description		Amount			
	834000151		06/06/2016	il vehicle code 2016 pamphlet		\$218.88			
19736	06/13/2016	Open			Accounts Payable	Tinley Ice Company	\$300.00		
	Invoice		Date	Description		Amount			
	284635		05/24/2016	box rental		\$300.00			
19737	06/13/2016	Open			Accounts Payable	Trugreen	\$4,200.00		
	Invoice		Date	Description		Amount			
	44532681		06/06/2016	lawn service		\$4,200.00			
19738	06/13/2016	Open			Accounts Payable	Unifirst Corporation	\$1,198.58		
	Invoice		Date	Description		Amount			
	2016-00000351		05/24/2016	laundry service		\$192.64			
	2016-00000352		05/24/2016	laundry service		\$154.47			
	2016-00000353		05/24/2016	Village Hall Mats		\$119.85			
	2016-00000354		05/24/2016	Metra Station Mats		\$28.25			
	2016-00000355		05/24/2016	Public Works Mats		\$26.15			
	2016-00000356		05/24/2016	Village Hall Mats		\$119.85			
	2016-00000357		05/24/2016	Metra Station Mats		\$28.25			
	2016-00000358		05/24/2016	Public Works Mats		\$26.15			
	081 1116401		06/06/2016	laundry service		\$154.47			
	061 0976448		06/06/2016	Village Hall Mats		\$119.85			
	061 0976449		06/06/2016	Metra Station Mats		\$28.25			
	061 0976447		06/06/2016	Public Works Mats		\$26.15			
	061 0977678		06/06/2016	Village Hall Mats		\$119.85			
	061 0977679		06/06/2016	Metra Station Mats		\$28.25			
	061 0977677		06/06/2016	Public Works Mats		\$26.15			
19739	06/13/2016	Open			Accounts Payable	Uniform Den East, Inc.	\$414.50		
	Invoice		Date	Description		Amount			
	44944		06/06/2016	isp package gh helix		\$414.50			
19740	06/13/2016	Open			Accounts Payable	University of Illinois	\$175.00		
	Invoice		Date	Description		Amount			
	UPIN8155		06/06/2016	taser #3207 training		\$175.00			
19741	06/13/2016	Open			Accounts Payable	Verizon Wireless	\$4,866.04		
	Invoice		Date	Description		Amount			
	9765598603		06/06/2016	wireless service		\$72.08			
	9765979488		06/06/2016	trustee ipads		\$143.36			
	9766140229		06/06/2016	cell phones		\$4,650.60			
19742	06/13/2016	Open			Accounts Payable	Village of Riverside	\$2,875.00		
	Invoice		Date	Description		Amount			
	201605047776		06/06/2016	dispatch consolidation service		\$2,875.00			
19743	06/13/2016	Open			Accounts Payable	Village of Romeoville Fire Academy	\$1,815.00		
	Invoice		Date	Description		Amount			
	2016-232		05/24/2016	water operations 04/26/16--04/29/16 (Teska, Fisher)		\$860.00			
	2016-261		06/06/2016	management/leadership training		\$330.00			
	2016-293		06/06/2016	vehicle and machinery operations		\$475.00			
	2016-295		06/06/2016	fsvo		\$150.00			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19744	06/13/2016	Open			Accounts Payable	Visa	\$3,268.94		
	Invoice		Date	Description		Amount			
	2016-00000350		05/24/2016	recreation acct *0953		\$120.75			
	2016-00000395		06/06/2016	fire dept *2058		\$513.58			
	2016-00000396		06/06/2016	police dept *2090		\$1,632.26			
	2016-00000397		06/06/2016	dept of public works *2033		\$832.38			
	2016-00000398		06/06/2016	admin acct *1795		\$169.97			
19745	06/13/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$110.69		
	Invoice		Date	Description		Amount			
	3078962-0		06/06/2016	permit folders		\$110.69			
19746	06/13/2016	Open			Accounts Payable	Welsch Ready Mix, Inc	\$5,263.95		
	Invoice		Date	Description		Amount			
	133751		06/06/2016	71pcc100w pv si idot, test cylinder		\$894.20			
	133956		06/06/2016	71pcc100w pv si idot		\$873.95			
	134036		06/06/2016	71pcc100w pv si idot		\$1,747.90			
	133895		06/06/2016	71pcc100w pv si idot		\$1,747.90			
19747	06/13/2016	Open			Accounts Payable	Wessels Sherman	\$200.00		
	Invoice		Date	Description		Amount			
	052716		06/06/2016	registration fees for HR education sessions		\$200.00			
19748	06/13/2016	Open			Accounts Payable	West Central Municipal Conference	\$29,420.00		
	Invoice		Date	Description		Amount			
	0006293-IN		05/24/2016	Suburban Tree Consortium (Pugsley & Lahale, Wilson Nurseries)		\$29,420.00			
19749	06/13/2016	Open			Accounts Payable	West Cook County Solid Waste Agency	\$21,872.48		
	Invoice		Date	Description		Amount			
	2016-00000399		06/06/2016	Disp/Admin fee		\$21,872.48			
19750	06/13/2016	Open			Accounts Payable	West Suburban Directed Gang Enforcement	\$750.00		
	Invoice		Date	Description		Amount			
	2016-002		05/24/2016	WEDGE Membership Annual Fee		\$750.00			
19751	06/13/2016	Open			Accounts Payable	Wholesale Direct Inc.	\$1,062.04		
	Invoice		Date	Description		Amount			
	000220803		05/24/2016	hub spinner		\$33.92			
	00221012		05/24/2016	700 series linear refl. assy, 700 ser lens amber		\$389.53			
	000220971		05/24/2016	hub spinner		\$33.94			
	000220996		06/06/2016	tailgate latches, clip, mounting screw, reading body		\$85.60			
	000220978		06/06/2016	parts kit		\$419.35			
	000221048		06/06/2016	replacement latch		\$99.70			
19752	06/13/2016	Open			Accounts Payable	Zealth LLC	\$1,031.25		
	Invoice		Date	Description		Amount			
	1057		06/06/2016	run backup, upgrade wordpress core, upgrade plugins, test		\$75.00			
	vob-032316		06/06/2016	website updates for bike brookfield		\$600.00			
	vob-040916		06/06/2016	update plugins, revisions to all CEDD pages		\$356.25			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19753	06/13/2016	Open			Accounts Payable	Ziebell Water Service Products	\$296.00		
	Invoice		Date	Description		Amount			
	233006-000		05/24/2016	parts and supplies		\$296.00			
19754	06/13/2016	Open			Accounts Payable	Zimmerman, Ryan	\$120.00		
	Invoice		Date	Description		Amount			
	1008		06/06/2016	weather by request summer payment		\$120.00			
19755	06/13/2016	Open			Accounts Payable	Flores, Daniel	\$14.28		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	meal reimbursement		\$14.28			
19756	06/13/2016	Open			Accounts Payable	Jelinek, Brian	\$75.58		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	meal/gas reimbursement		\$75.58			
19757	06/13/2016	Open			Accounts Payable	Paton, Raymond	\$25.20		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	meal reimbursement		\$25.20			
19758	06/13/2016	Open			Accounts Payable	Roche, Daniel	\$32.20		
	Invoice		Date	Description		Amount			
	053116		05/24/2016	meal reimbursement for SWAT school		\$23.47			
	052516		05/24/2016	meal reimbursement		\$8.73			
19759	06/13/2016	Open			Accounts Payable	Scheer, Morgan	\$237.17		
	Invoice		Date	Description		Amount			
	051616		05/24/2016	gas receipts from training academy		\$237.17			
19760	06/13/2016	Open			Accounts Payable	Weissgerber, Edward	\$71.17		
	Invoice		Date	Description		Amount			
	051616		05/24/2016	training meal reimbursement		\$71.17			
19761	06/13/2016	Open			Accounts Payable	Dubik, Matthew	\$6,347.40		
	Invoice		Date	Description		Amount			
	052416		05/24/2016	tuition reimbursement		\$6,347.40			
19762	06/13/2016	Open			Accounts Payable	Brown-Luce, Michelle	\$120.00		
	Invoice		Date	Description		Amount			
	052616		05/24/2016	work boots allowance		\$120.00			
19763	06/13/2016	Open			Accounts Payable	Haynes, Spelmon	\$30.00		
	Invoice		Date	Description		Amount			
	051316		05/24/2016	CDL reimbursement		\$30.00			
19764	06/13/2016	Open			Accounts Payable	Nothnagel, Roger	\$285.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	electrical work at fire station 1		\$285.00			
19765	06/13/2016	Open			Accounts Payable	Edge Entertainment Limited	\$2,000.00		
	Invoice		Date	Description		Amount			
	030916-2		05/24/2016	Balance due for music/sound for June 24 concert		\$2,000.00			
19766	06/13/2016	Open			Accounts Payable	Accardi, Jason	\$120.00		
	Invoice		Date	Description		Amount			
	052616		05/24/2016	let's win teacher pay		\$120.00			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19767	06/13/2016	Open			Accounts Payable	Aurillo, Jessica	\$660.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$660.00			
19768	06/13/2016	Open			Accounts Payable	Brauer, Kalli	\$180.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$180.00			
19769	06/13/2016	Open			Accounts Payable	Castro, Jenny	\$750.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$750.00			
19770	06/13/2016	Open			Accounts Payable	Dubina, Brian	\$660.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$660.00			
19771	06/13/2016	Open			Accounts Payable	Johnson, Dave	\$330.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$330.00			
19772	06/13/2016	Open			Accounts Payable	Morris, Caitlin	\$870.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$870.00			
19773	06/13/2016	Open			Accounts Payable	Richards, Katherine	\$330.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$330.00			
19774	06/13/2016	Open			Accounts Payable	Schroeder, Sara	\$300.00		
	Invoice		Date	Description		Amount			
	052516		05/24/2016	let's win teacher pay		\$300.00			
19775	06/13/2016	Open			Accounts Payable	Jovic Builders Inc	\$3,000.00		
	Invoice		Date	Description		Amount			
	060616		05/24/2016	refund of street & parkway bond for 3934 Madison, #2015-00000638		\$3,000.00			
19776	06/13/2016	Open			Accounts Payable	National Power Rodding Corp	\$1,700.00		
	Invoice		Date	Description		Amount			
	052716		05/24/2016	deposit for returned hydrant meter		\$1,700.00			
19777	06/13/2016	Open			Accounts Payable	ISA	\$200.00		
	Invoice		Date	Description		Amount			
	25966		05/24/2016	arborist certification renewal - Victor Janusz		\$100.00			
	157240		05/24/2016	arborist certification renewal - Scott Morrison		\$100.00			
19778	06/13/2016	Open			Accounts Payable	Illinois Dept of Agriculture	\$25.00		
	Invoice		Date	Description		Amount			
	2016		05/24/2016	license renewal		\$25.00			
19779	06/13/2016	Open			Accounts Payable	Anderson Construction Group Inc	\$3,000.00		
	Invoice		Date	Description		Amount			
	051816		05/24/2016	refund street/parkway bond for permit #2015-00001980		\$3,000.00			
19780	06/13/2016	Open			Accounts Payable	Svendsen, Michelle	\$1,000.00		
	Invoice		Date	Description		Amount			
	051316		05/24/2016	refund of parkway bond, permit #2016-00000043		\$1,000.00			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19781	06/13/2016	Open			Accounts Payable	Bronstader, R	\$32.00		
	Invoice		Date	Description		Amount			
	051916		05/24/2016	paid passenger rate instead of senior rate		\$32.00			
19782	06/13/2016	Open			Accounts Payable	Cisneros, J, L	\$40.00		
	Invoice		Date	Description		Amount			
	051716		05/24/2016	sold car unexpectedly		\$40.00			
19783	06/13/2016	Open			Accounts Payable	Mikenas, John	\$72.00		
	Invoice		Date	Description		Amount			
	051816		05/24/2016	paid truck rate instead of senior rate		\$72.00			
19784	06/13/2016	Open			Accounts Payable	American Sokol	\$200.00		
	Invoice		Date	Description		Amount			
	RT3834		05/24/2016	picnic refund		\$200.00			
19785	06/13/2016	Open			Accounts Payable	Brian, Jennifer	\$50.00		
	Invoice		Date	Description		Amount			
	RT3832		05/24/2016	picnic refund		\$50.00			
19786	06/13/2016	Open			Accounts Payable	Cervantes, Esperanza	\$50.00		
	Invoice		Date	Description		Amount			
	RT3833		05/24/2016	picnic refunds		\$50.00			
19787	06/13/2016	Open			Accounts Payable	Fritz, Raymond	\$63.00		
	Invoice		Date	Description		Amount			
	RT3813		05/24/2016	refund for camp cadets		\$63.00			
19788	06/13/2016	Open			Accounts Payable	Negri, Kaylee	\$100.00		
	Invoice		Date	Description		Amount			
	RT3814		05/24/2016	refund for Camp Cadets		\$100.00			
Type Check Totals:							163 Transactions	\$468,990.21	
EET									
400	06/09/2016	Open			Accounts Payable	IMRF	\$53,145.25		
	Invoice		Date	Description		Amount			
	2016-00000349		05/23/2016	employee/employer contributions		\$53,145.25			
401	06/03/2016	Open			Accounts Payable	Village of Brookfield	\$348,278.20		
	Invoice		Date	Description		Amount			
	2016-00000360		06/03/2016	salaries		\$348,278.20			
402	06/03/2016	Open			Accounts Payable	Village of Brookfield	\$12,575.40		
	Invoice		Date	Description		Amount			
	2016-00000361		06/03/2016	FICA/Medicare		\$12,575.40			
403	06/03/2016	Open			Accounts Payable	Village of Brookfield	\$101.90		
	Invoice		Date	Description		Amount			
	2016-00000362		06/03/2016	SUI		\$101.90			
404	06/01/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$43,658.75		
	Invoice		Date	Description		Amount			
	060116		06/01/2016	Series 2015B ref bond sales tax ars		\$43,658.75			
405	06/01/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$44,441.25		
	Invoice		Date	Description		Amount			
	060116-2		06/01/2016	series 2013 ref bonds ars		\$44,441.25			

Corporate Warrant-06/13/2016

From Payment Date: 5/24/2016 - To Payment Date: 6/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
406	06/01/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$30,476.25		
	Invoice		Date	Description		Amount			
	060116-3		06/01/2016	Series 2015A go ref bunds water & sewer ars		\$30,476.25			
407	06/01/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$15,515.00		
	Invoice		Date	Description		Amount			
	060116-4		06/01/2016	series 2009 go ref bondsars		\$15,515.00			
408	06/01/2016	Open			Accounts Payable	Bank of New York Mellon, The	\$1,250.00		
	Invoice		Date	Description		Amount			
	060116		06/01/2016	bondseries 1998		\$1,250.00			

Type EFT Totals:

9 Transactions

\$549,442.00

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	163	\$468,990.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	163	\$468,990.21	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$549,442.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$549,442.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$1,018,432.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	172	\$1,018,432.21	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	163	\$468,990.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	163	\$468,990.21	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$549,442.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$549,442.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$1,018,432.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	172	\$1,018,432.21	\$0.00

ORDINANCE NO. 2016- 28

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2016
TO BE PAID TO LABORERS, MECHANICS AND OTHER
WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE 2016**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 27th day of June 2016

ORDINANCE NO. 2016 - 28

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2016
TO BE PAID TO LABORERS, MECHANICS AND OTHER
WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and

WHEREAS, the Prevailing Wage Act requires that the Village of Brookfield (the Village) investigate and ascertain the prevailing rate of wages as defined in the Prevailing Wage Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works, for the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. To the extent and as required by the Prevailing Wage Act, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2016, a copy of that determination being attached hereto and incorporated herein by reference. As required by the Prevailing Wage Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's previous June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this ordinance which are also used in the Prevailing Wage Act shall be the same as in the

Prevailing Wage Act. Any new determination made by the Department of Labor shall be substituted for the previous determinations.

Section 2. Nothing herein shall be construed to apply the general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Prevailing Wage Act.

Section 3. The Village Clerk (the AClerk@) shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications for public works in the Village.

Section 4. The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The Clerk shall promptly file, or cause to be filed, a certified copy of this ordinance with the Illinois Department of Labor.

Section 6. Within thirty (30) days after filing a certified copy of this ordinance with the Illinois Department of Labor, the Clerk shall cause to be published in a newspaper of general circulation within the area a notice that the determination is effective and that this is the determination of this public body as provided in this ordinance.

[The remainder of this page is intentionally left blank.]

Section 7. This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

Kit P.
Ketchmark President of the Village of
Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 27th day of June 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN 0.500	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	
ASBESTOS ABT-MEC 0.720	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	
BOILERMAKER 0.400	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	
BRICK MASON 1.030	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	
CARPENTER 0.630	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	
CEMENT MASON 0.480	ALL			43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	
CERAMIC TILE FNSHER 0.770	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	
COMM. ELECT. 0.750	BLD			40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	
ELECTRIC PWR EQMT OP 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	
ELECTRIC PWR GRNDMAN 0.370	ALL			37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	
ELECTRIC PWR LINEMAN 0.480	ALL			47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	
ELECTRICIAN 1.000	ALL			45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	
ELEVATOR CONSTRUCTOR 0.600	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	
FENCE ERECTOR 0.300	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	
GLAZIER 0.940	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	
HT/FROST INSULATOR 0.720	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	
IRON WORKER 0.350	ALL			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	
LABORER 0.500	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	
LATHER 0.630	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	
MACHINIST 0.000	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	
MARBLE FINISHERS 0.620	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	
MARBLE MASON 0.780	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	
MATERIAL TESTER I 0.500	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	

MATERIALS TESTER II 0.500	ALL	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MILLWRIGHT 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
OPERATING ENGINEER 1.250	BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	FLT 1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900
OPERATING ENGINEER 1.250	FLT 3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
ORNAMNTL IRON WORKER 0.650	ALL	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000
PAINTER 0.770	ALL	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000

PLASTERER	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000
1.020									
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000
0.880									
ROOFER	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000
0.530									
SHEETMETAL WORKER	BLD	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000
0.720									
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000
0.000									
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000
0.550									
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000
0.350									
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
1.030									
SURVEY WORKER	-->NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	
9.930 0.000 0.500									
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000
0.720									
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000
0.940									
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000
0.990									
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000
0.500									
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000
0.150									
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000
0.150									
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000
0.150									
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000
0.150									
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000
0.150									
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000
0.000									
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000
0.000									
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000
0.000									
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000
0.670									

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft;

Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking

Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blasters; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge). Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER -

Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

VILLAGE OF BROOKFIELD)

COUNTY OF COOK)

STATE OF ILLINOIS)

CERTIFICATE

I, **BRIGID WEBER**, being the duly appointed and qualified Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 2016-28 entitled **“AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2016 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS,”** passed and approved by the Board of Trustees of the Village of Brookfield in regular session on the 27th day of June 2016, and on file in my custody.

WITNESS MY HAND and the corporate seal of said Village of Brookfield this 27th day of June 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois



BOARD OF TRUSTEES ITEM MEMO

ITEM:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

**BOARD OF TRUSTEES
DATE:**

June 13, 2016

PREPARED BY:

Doug Cooper, Finance Director

PURPOSE:

Authorizes the issuance of GO Bonds for an amount not to exceed \$9.3 million

BUDGET AMOUNT:

None

BACKGROUND:

The attached ordinance authorizes the sale of bonds for an amount NOT TO EXCEED \$9.3 Million, at a rate NOT TO EXCEED 5%. The passage of this ordinance by the Board allows the auction of these bonds to be done on any given date that is most advantageous to the Village, without having to schedule a special Board of Trustees meeting.

The Village intends to issue \$9 Million dollars in GO bonds on or after the 28th of June. The rate of the bonds as determined at sale will not exceed 5%; it is believed the rate will come in much lower. If the rate is too high as determined by the Village Staff in consultation with its Financial Advisor, then the sale will not be finalized at that time.

An individual from Kane McKenna will be present at the June 13th Board of Trustees meeting to discuss this Ordinance and answer any questions.

ATTACHMENTS:

Ordinance #2016-29—The Parameters Ordinance for the issuance of the 2016 General Obligation Bonds.

STAFF RECOMMENDATION:

Staff recommends passage of the Ordinance at the June 13th Board of Trustees Meeting.

REQUESTED COURSE OF ACTION:

Passage of the Ordinance at the June 13th Board of Trustees Meeting.

ORDINANCE NUMBER 2016-29

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, it is deemed advisable, necessary and for the best interests of the Village of Brookfield, Cook County, Illinois (the "*Village*"), that the Village pay the costs of a multi-year street improvement program throughout the Village (the "*Project*"); and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has determined the total cost of the Project and costs and expenses incidental thereto, including in such costs and expenses all items of cost permitted under the Local Government Debt Reform Act of Illinois, as amended (the "*Debt Reform Act*"), and without limitation, costs of issuance of bonds, underwriter's discount, capitalized interest, and reserves, to be not less than \$22,000,000, plus the estimated investment earnings available upon the investment of said sum prior to expenditure; and

WHEREAS, the Board did, by ordinance adopted on the 14th day of December, 2015, provide for and require the submission of the following proposition:

Shall the Village of Brookfield, Cook County, Illinois, undertake an eight-year street improvement program throughout the Village and issue its bonds to the amount of \$22,000,000 for the purpose of paying the costs thereof?

to the voters of the Village at the general primary election held on the 15th day of March, 2016 (the "*Election*"); and

WHEREAS, the County Clerk of The County of Cook, Illinois (the "*County Clerk*"), caused proper notice to be given of the Election, including the Spanish translation thereof (the

“Notice”), by (i) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the Village, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the County Clerk; and

WHEREAS, the Village Clerk (the *“Village Clerk”*) posted a copy of the Notice at the principal office of the Village; and

WHEREAS, the Election was duly held in the manner provided by law, and it has heretofore been found, determined, declared and proclaimed that a majority of all the votes cast at the Election on said proposition was cast in favor of said proposition, and said proposition was properly carried; and

WHEREAS, the Board does hereby find and determine that it is necessary to pay a portion of the costs of the Project to borrow an amount not to exceed \$9,300,000 at this time and issue bonds of the Village in a principal amount not to exceed \$9,300,000; and

WHEREAS, such bonds shall be payable from any funds of the Village legally available for such purpose and a direct annual ad valorem tax levied against all taxable property in the Village, without limitation as to rate or amount; and

WHEREAS, the Property Tax Extension Limitation Law, as amended (the *“Limitation Law”*), imposes certain limitations on the “aggregate extension” of certain property taxes levied by the Village, but provides that the definition of “aggregate extension” contained in Section 18-185 of the Limitation Law does not include “extensions ... made for the taxing district to pay interest or principal on general obligation bonds that were approved by referendum”; and

WHEREAS, the Board does hereby find and determine that the bonds so authorized to pay the costs of the Project were approved by referendum; and

WHEREAS, the County Clerk is therefore authorized to extend and collect said direct annual ad valorem tax so levied for the payment of the bonds for the Project without limitation as to rate or amount:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$22,000,000 upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village to said amount, the proceeds of said bonds to be used to finance the costs of the Project, to pay all related costs and expenses incidental thereto, and that it is necessary and for the best interests of the Village that there be issued at this time an amount not to exceed \$9,300,000 of the bonds so authorized, and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the Village an amount not to exceed \$9,300,000 for the purpose aforesaid, and that bonds of the Village shall be issued to said amount and shall be designated "General Obligation Bonds, Series 2016" (the "Bonds"). The Bonds shall be dated such date (not prior to June 13, 2016, and not later than December 13, 2016) as set forth in the Bond Notification (as hereinafter defined), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject

to prior redemption as hereinafter described) on December 1 of each of the years (not later than 2026), in the amounts (not exceeding \$1,200,000 per year) and bearing interest at the rates (not exceeding 5.00% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of the President of the Village (the "*President*") and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of

authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds is authorized to execute and deliver, on behalf of the Village,

such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly

authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) *Optional Redemption.* All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,

- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond

Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and the paragraphs thereafter as may be appropriate shall be inserted immediately after paragraph [1]:

[FORM OF BOND - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF BROOKFIELD
GENERAL OBLIGATION BOND, SERIES 2016

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 1, _____ Date: _____, 2016 CUSIP: 112727 _____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Brookfield, Cook County, Illinois, a municipality and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 201_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall

be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF the Village of Brookfield, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Brookfield
Cook County, Illinois

ATTEST:

Village Clerk, Village of Brookfield
Cook County, Illinois

[SEAL]

Date of Authentication: June 13, 2016

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2016

[6] This Bond is one of a series of bonds (the "*Bonds*") issued by the Village for the purpose of paying a portion of the costs of the Project and of expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended and as supplemented by the Local Government Debt Reform Act, as amended (such code and act collectively being the "*Act*"), and with the Ordinance, which has been duly adopted by the President and Board of Trustees of the Village and approved by the President.

[7] [Optional and mandatory redemption provisions, as applicable, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same

maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business at such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village, the Paying Agent nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The President and the Village Manager of the Village (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 1st day of December, 2016, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer of the Village (the “*Treasurer*”), and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 99% of the principal amount of the Bonds plus accrued interest, if any, to date of delivery. The Purchaser for the Bonds shall be: (a) pursuant to a competitive sale conducted by Kane, McKenna Capital, Inc. (“*KMC*”), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer’s Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon receipt by the Village of the written recommendation of KMC that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the Village because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with KMC if the use of such placement agent is

determined by the Designated Representatives to be in the best interest of the Village, all as set forth in the Bond Notification.

Prior to the sale of the Bonds, either of the Designated Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, the Village Clerk and the Treasurer and any other officers of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between

the Village and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual tax (the "*Pledged Taxes*");

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2016	\$1,300,000	for interest and principal up to and including December 1, 2017
2017	\$1,300,000	for interest and principal
2018	\$1,300,000	for interest and principal
2019	\$1,300,000	for interest and principal
2020	\$1,300,000	for interest and principal
2021	\$1,300,000	for interest and principal
2022	\$1,300,000	for interest and principal
2023	\$1,300,000	for interest and principal
2024	\$1,300,000	for interest and principal
2025	\$1,300,000	for interest and principal

The Pledged Taxes and other moneys on deposit in the Bond Fund (as hereinafter defined) shall be applied to pay the principal of and interest on the Bonds due and payable therefrom.

Interest or principal coming due at any time when there are insufficient funds on hand from any such sources to pay the same shall be paid promptly when due from current funds on hand or from funds contained in the hereinafter defined Project Fund, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, Village Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond

year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Board shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2016 to 2025, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2016" (the "*Bond Fund*"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. Accrued interest received on the delivery of the Bonds and principal proceeds of the Bonds in an amount not to exceed \$500,000 as set forth in the Bond Notification are hereby appropriated for the purpose of paying first interest due on the

Bonds and are hereby ordered deposited into the Bond Fund. The remainder of the principal proceeds of the Bonds and any premium received from the sale of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying a portion of the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement Account of the Village (the "*Project Fund*"). At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the Village as to future events regarding the Bonds and the use of Bond proceeds. The certifications, covenants and representations contained herein (except for paragraph 7.10) and at the time of the Closing (as hereinafter defined) are made on behalf of the Village for the benefit of the owners from time to time of the Bonds. In addition to providing the certifications, covenants and representations contained herein, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the Bonds, under present rules, the Village may be treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries

from the IRS in connection with such an examination. The Board and the Village certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

"Affiliated Person" means a Person that is affiliated with another Person (including the Village) because either (a) at any time during the six months prior to the execution and delivery of the Bonds, more than five percent of the voting power of the governing body of either Person is in the aggregate vested in the other Person and its directors, officers, owners, and employees, or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, the composition of the governing body of the Person (or any Person that controls the Person) is modified or established to reflect (directly or indirectly) representation of the interests of the other Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

"Bond Counsel" means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Capital Expenditures" means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Village were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

"Closing" means the first date on which the Village is receiving the purchase price for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities. A Controlled Group includes the entity that has Control of the other entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriters’ discount and legal fees, but not including the fees for the Credit Facility described in paragraph 5.5 hereof.

“*Credit Facility*” means the municipal bond insurance policy issued by the Credit Facility Provider.

“*Credit Facility Provider*” means the insurance company, if any, insuring the payment of all or a portion of the principal of and interest on the Bonds.

“*External Commingled Fund*” means a Commingled Fund in which the Village and all members of the same Controlled Group as the Village own, in the aggregate, not more than ten percent of the beneficial interests.

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“*Gross Proceeds*” means amounts in the Bond Fund and the Project Fund.

“*Issue Price*” of any group of substantially identical Bonds or of any other obligations issued for money or marketable securities is the price at which the obligations of that group are first offered for sale to the public (not including any bond houses, brokers, or persons acting in the capacity of underwriters, or wholesalers) so long as on the date that the Village (or other entity issuing such obligations) sold such obligations, it was reasonably expected that at least 10% of each group of substantially identical bonds would be sold for such offering price. The “*Issue Price*” of any group of substantially

identical obligations sold by the issuer of such obligations to an investor that expects to hold the obligations as an investor to maturity is the market price paid by such investor. The "*Issue Price*" of any obligations issued for property other than cash or marketable securities is determined under appropriate regulations.

"*Person*" means and includes any individual, body politic, governmental unit, agency or authority, trust, estate, partnership, association, company, corporation, joint-stock company, syndicate, group, pool, joint venture, other unincorporated organization or group, or group of any of the above.

"*Placed-in-Service*" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"*Private Business Use*" means any use of the Project by any Person (including the federal government) other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any Person other than a state or local governmental unit (i) that conveys special legal entitlements to any portion of the Project, or (ii) under which any Person other than a state or local governmental unit has any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

"*Qualified Administrative Costs of Investments*" means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

"*Qualified Tax Exempt Obligations*" means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344 (this clause (c) applies only to demand deposit SLGS, not to other types of SLGS).

"Rebate Fund" means the fund, if any, identified and defined in paragraph 4.1 herein.

"Rebate Provisions" means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Reimbursed Expenditures" means any expenditures of the Village paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

"Reserve Portion of the Bond Fund" means the portion of the Bond Fund funded in excess of the amount of debt service payable each year.

"Sale Proceeds" means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriter's discount or compensation, (b) accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (c) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation produces an amount equal to the obligation's purchase price (or in the case of the Bonds, the issue price as established in Section 5.1), including accrued interest. For purposes of computing the Yield on the Bonds and on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used.

"Yield Reduction Payment" means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the IRS may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. Purpose of the Bonds. The Bonds are being issued to finance the Project in a prudent manner consistent with the revenue needs of the Village. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance. Except for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Village or for the purpose of replacing any funds of the Village used for such purpose.

2.2. The Project—Binding Commitment and Timing. The Village has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject

to contingencies within the control of the Village or any member of the same Controlled Group as the Village) to a third party to expend at least five percent of the Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through the last date shown on the draw schedule to be attached to the Treasurer's Receipt as an Exhibit (the "*Exhibit*") at the time of Closing, which is no later than three years after Closing, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

2.3. *Reimbursement.* With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures and hereby allocates Sale Proceeds in the amount indicated in the Treasurer's Receipt to be delivered in connection with the issuance of the Bonds to reimburse said expenditures. Otherwise, none of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than the following:

- (a) working capital expenditures directly related to Capital Expenditures financed by the Bonds, in an amount not to exceed five percent of the Sale Proceeds;

- (b) payments of interest on the Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;

- (c) Costs of Issuance and Qualified Administrative Costs of Investments;

- (d) payments of rebate or Yield Reduction Payments made to the United States;

- (e) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon;

- (f) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months of the date commingled; and

- (g) fees for the Credit Facility.

2.5. *Consequences of Contrary Expenditure.* The Village acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the Village will be treated as unspent Sale Proceeds.

2.6. Payments to Village or Related Persons. The Village acknowledges that if Sale Proceeds or investment earnings thereon are transferred to or paid to the Village or any member of the same Controlled Group as the Village, those amounts will not be treated as having been spent for federal income tax purposes. However, Sale Proceeds or investment earnings thereon will be allocated to expenditures for federal income tax purposes if the Village uses such amounts to reimburse itself for amounts paid to persons other than the Village or any member of the same Controlled Group as the Village, *provided* that the original expenditures were paid on or after Closing or are permitted under paragraph 2.3 of this Section, and *provided* that the original expenditures were not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing. Any Sale Proceeds or investment earnings thereon that are transferred to or paid to the Village or any member of the same Controlled Group as the Village (other than as reimbursement permitted by paragraph 2.3 or as a result of investment earnings commingling under paragraph 2.4(f)) will remain Sale Proceeds or investment earnings thereon, and thus Gross Proceeds, until such amounts are allocated to expenditures for federal income tax purposes. If the Village does not otherwise allocate any such amounts to expenditures for the Project or other expenditures permitted under this Ordinance, any such amounts will be allocated for federal income tax purposes to the next expenditures, not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing, for interest on the Bonds prior to the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service. The Village will consistently follow this accounting method for federal income tax purposes.

2.7. Investment of Bond Proceeds. Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

It is expected that the Sale Proceeds deposited into the Project Fund, plus investment earnings on the Project Fund, will be spent to pay costs of the Project, including any capitalized interest on the Bonds, in accordance with the estimated drawdown schedule contained in the Exhibit, the investment earnings on the Bond Fund will be spent to pay interest on the Bonds, or to the extent permitted by law, investment earnings on amounts in the Project Fund and the Bond Fund may be commingled with substantial revenues from the governmental operations of the Village, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date commingled. Interest earnings on the Project Fund and the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

2.8. No Grants. None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.9. *Hedges.* Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The Village acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The IRS could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction. The Village acknowledges that if it wishes to take any such hedge into account in determining Bond Yield, various requirements under the Regulations, including prompt identification of the hedge with the Bonds on the Village's books and records, need to be met.

The Village also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The Village agrees not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Village also agrees that it will not give any assurances to any Bondholder, the Credit Facility Provider, or any other credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Village recognizes that if a portion of a hedging contract is determined to be an investment of Gross Proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.10. *IRS Audits.* The Village represents that the IRS has not contacted the Village regarding any obligations issued by or on behalf of the Village. To the best of the knowledge of the Village, no such obligations of the Village are currently under examination by the IRS.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Ordinance at the time of Closing are described in the preceding Section of this Ordinance. No Sale Proceeds will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received, except for any payment to the Credit Facility Provider. No Sale Proceeds and no investment earnings thereon will be used to pay for or otherwise acquire goods or services from the Village, any member of the same Controlled Group as the Village, or an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Ordinance, other than the Rebate Fund if it is created as provided in paragraph 4.1.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Bonds to be paid by the Village will be paid at the time of Closing.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

3.2. *Purpose of Bond Fund.* The Bond Fund (other than the Reserve Portion of the Bond Fund) will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund (other than the Reserve Portion of the Bond Fund) will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund (other than the Reserve Portion of the Bond Fund) for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

The Village will levy taxes to produce an amount sufficient to pay all principal of and interest on the Bonds in each bond year. To minimize the likelihood of an insufficiency, the amount levied to pay the Bonds may in most years be in excess of the amount extended to pay principal and interest within one year of collection. Nevertheless, except for the Reserve Portion of the Bond Fund, the Bond Fund will be depleted each year as described above. The Reserve Portion of the Bond Fund will be treated as a separate account not treated as part of the bona fide debt service fund. The Reserve Portion of the Bond Fund is subject to yield restriction requirements except as it may otherwise be excepted as provided in 5.2 below. It is also subject to the rebate requirements.

3.3. *No Other Gross Proceeds.* (a) Except for the Bond Fund and the Project Fund, and except for investment earnings that have been commingled as described in paragraph 2.6 and any credit enhancement or liquidity device related to the Bonds, after the issuance of the Bonds, neither the Village, any member of the same Controlled Group as the Village nor any other Person (other than the Credit Facility Provider) has or will have any property, including cash, securities or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any obligations under any credit enhancement or liquidity device with respect to the Bonds, even if financial difficulties are encountered;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to secure the Bonds held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) The term of the Bonds is not longer than is reasonably necessary for the governmental purpose of the Bonds. One hundred twenty percent of the average reasonably expected economic life of the Project is at least 10 years. The weighted average maturity of the Bonds does not exceed 10 years and does not exceed 120 percent of the average reasonably expected economic life of the Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

3.4. *Final Allocation of Proceeds.* Subject to the requirements of this Section, including those concerning working capital expenditures in paragraph 2.4, the Village may generally use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments thereon, and expenditures. The Village must account for the final allocation of proceeds of the Bonds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the property with respect to which the expenditure is made is Placed-in-Service. This allocation must be made in any event by the date 60 days after the fifth anniversary of the issue date of the Bonds or the date 60 days after the retirement of the Bonds, if earlier.

Reasonable accounting methods for allocating funds include any of the following methods if consistently applied: a specific tracing method; a Gross Proceeds spent first method; a first-in, first-out method; or a ratable allocation method. The Village may also reallocate proceeds of the Bonds from one expenditure to another until the end of the period for final allocation, discussed above. Unless the Village has taken an action to use a different allocation method by the end of the period for a final allocation, proceeds of the Bonds will be treated as allocated to expenditures using the specific tracing method.

4.1. Compliance with Rebate Provisions. The Village covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The Village will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law.

The Village is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Ordinance. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held and used for any required payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Ordinance.

4.2. Records. The Village agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and any amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment ceases to be Gross Proceeds on a date other than the date such investment is sold or is retained after the date the last Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.3. Fair Market Value; Certificates of Deposit and Investment Agreements. In making investments of Gross Proceeds and any amounts in the Rebate Fund the Village shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the

United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below. Investments in federally insured deposits or accounts, including certificates of deposit, may not be made except as allowed under paragraph 5.4.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Village or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the Village or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

A single investment, or multiple investments awarded to a provider based on a single bid, may not be used for funds subject to different rules relating to rebate or yield restriction.

(c) If a GIC is purchased, the Village will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in (a) or (b) of this paragraph and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed \$100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated).

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Village. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Village may contact Bond Counsel if it does not wish to comply with the provisions of this paragraph.

4.4. Arbitrage Elections. The President, Village Clerk and Treasurer are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

5.1. Issue Price. For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the first offering price (including accrued interest) at which the Purchaser reasonably expected that at least ten percent of each maturity of the Bonds would be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Bond as of the sale date for the Bonds.

5.2. Yield Limits. (a) Except as provided in paragraph (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds plus, if only amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

(b) The following may be invested without Yield restriction:

(i) amounts qualifying for a temporary period consisting of:

(A) amounts on deposit in the Bond Fund (except for capitalized interest) (other than the Reserve Portion of the Bond Fund) that have not been on deposit under this Ordinance for more than 13 months, so long as the Bond Fund continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(B) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the Village no longer expects to spend all such amounts;

(C) amounts in the Bond Fund to be used to pay capitalized interest on the Bonds prior to the earlier of three years after Closing or the payment of all capitalized interest;

(ii) amounts qualifying for other exceptions consisting of:

(A) an amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(B) amounts invested in Qualified Tax Exempt Obligations;

(C) amounts in the Rebate Fund;

(D) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(E) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. *Federal Guarantees.* Except as otherwise permitted by the Regulations, no portion of the payment of principal or interest on the Bonds, the Credit Facility or any other credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). This paragraph does not apply to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.4. *Federally Guaranteed Investments.* (a) Certain Gross Proceeds may not be invested in a manner that is considered to create a federal guarantee. The restrictions in this paragraph 5.4 apply to all Gross Proceeds except:

(i) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the Village no longer expects to spend all such amount;

(ii) amounts on deposit in the Bond Fund (other than the Reserve Portion of the Bond Fund) to the extent the Bond Fund qualifies as a bona fide debt service fund described in paragraph 3.2; and

(iii) amounts in the Bond Fund to be used to pay capitalized interest on the Bonds prior to the earlier of three years after Closing or the payment of all capitalized interest.

(b) If the Village holds any Gross Proceeds other than those listed in the preceding paragraph (a), then any such Gross Proceeds in an amount in excess of five percent of the Sale Proceeds shall not be invested in:

(i) federally insured deposits or accounts, such as bank accounts and C.D.s;

(ii) Obligations of or directly or indirectly guaranteed, in whole or in part, by the United States (or any agency or instrumentality of the United States), other than the following:

(a) United States Treasury Obligations;

(b) obligations issued by the Ordinance Funding Corporation pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended by Section 511 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, or any successor provision (*e.g.*, Refcorp Strips); and

(c) obligations guaranteed by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Because of these investment limitations, after the date three years after Closing, any amounts remaining in the Project Fund must be invested in U.S. Treasury obligations (including obligations of the State and Local Government Series, known as SLGS) or otherwise invested to avoid violating the restrictions set forth in this section.

5.5. Treatment of Certain Credit Facility Fees. The fee paid to the Credit Facility Provider with respect to the Credit Facility may be treated as interest in computing Bond Yield.

Neither the Village nor any member of the same Controlled Group as the Village is a Related Person as defined in Section 144(a)(3) of the Code to the Credit Facility Provider. The fee paid to the Credit Facility Provider does not exceed ten percent of the Sale Proceeds. Other than the fee paid to the Credit Facility Provider, neither the Credit Facility Provider nor any person who is a related person to the Credit Facility Provider within the meaning of Section 144(a)(3) of the Code will use any Sale Proceeds or investment earnings thereon. The fee paid for the Credit Facility does not exceed a

reasonable, arm's length charge for the transfer of credit risk. The fee does not include any payment for any direct or indirect services other than the transfer of credit risk.

6.1. Payment and Use Tests. (a) No more than five percent of the Sale Proceeds plus investment earnings thereon (not including amounts used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund), will be used, directly or indirectly, in whole or in part, in any Private Business Use.

(b) The payment of more than five percent of the principal of or the interest on the Bonds will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Village or a member of the same Controlled Group as the Village) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent of the sum of the Sale Proceeds and investment earnings thereon (not including amounts used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund) or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons.

(d) No user of the Project other than a state or local governmental unit will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

6.2. I.R.S. Form 8038-G. The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The Village will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. Bank Qualification. (a) The Village hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

(b) The Village has not entered into and will not enter into any agreements under which obligations issued by any other entity in calendar year 2016 were or will be allocated to the Village for purposes of Section 265(b)(3) of the Code.

(c) The Village is not subject to the Control of any entity, and there are no entities subject to Control of the Village that issued or may issue tax-exempt obligations during calendar year 2016. During calendar year 2016, the Village has not and will not issue tax-exempt bonds on behalf of any other entity. The Village has not and will not borrow the proceeds or otherwise use the proceeds of any tax-exempt bonds issued by another entity during calendar year 2016.

(d) The par amount of the Bonds does not exceed \$10,000,000 and the issue price of the Bonds does not exceed \$10,000,000. The Bonds have not been sold in conjunction with any other obligations.

(e) In calendar year 2016, other than the Bonds, no tax-exempt obligations of any kind have been issued, are reasonably expected to be issued, or will be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence).

(f) In calendar year 2016, no entity has issued or will issue tax-exempt obligations which, but for the \$10,000,000 limitations of Section 265(b)(3) of the Code would have been or would be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence). The Village will receive substantial benefits from the project financed by the Bonds.

(g) The Village may take an action or permit an action to be taken that is contrary to the requirements of this paragraph 6.3 only if, in addition to the requirements of paragraph 7.8, the action will not adversely affect the treatment of the Bonds as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code and the Village obtains an opinion of Bond Counsel to that effect.

7.1. Termination; Interest of Village in Rebate Fund. The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all payments, if any, required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.2, 4.3(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Bonds by the Village to the Purchaser, neither the Village nor any member of the same Controlled Group as the Village has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the Village nor any member of the same Controlled Group as the Village will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The Village may dispose of personal property in the ordinary course of an established government program

prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Village reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if Bond-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require prompt remedial actions to prevent interest on the Bonds from being included in gross income for federal income tax purposes. The Village shall promptly contact Bond Counsel if a sale or other disposition of Bond-financed property in a manner contrary to (a) above is considered by the Village.

7.4. Purchase of Bonds by Village. The Village will not purchase any of the Bonds except to cancel such Bonds.

7.5. Final Maturity. The period between the date of Closing and the final maturity of the Bonds is not more than 10-1/2 years.

7.6. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will maintain the Bonds in registered form and will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

7.7. Future Events. The Village acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The Village shall promptly contact Bond Counsel if such changes do occur.

7.8. Permitted Changes; Opinion of Bond Counsel. Any restriction or covenant contained in this Section need not be observed, and any provision of this Section may be changed or amended, only if (in addition to any requirements for a particular change contained elsewhere in this Section) such nonobservance, change or amendment will not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds or the inclusion of interest on the Bonds as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code and the Village receives an opinion of Bond Counsel to such effect.

Unless the Village otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion for purposes of Treasury Department regulations governing practice before the IRS (Circular 230) 31 C.F.R. pt. 10.

7.9. Records Retention. The Village agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Bonds submitted or required to be submitted to the IRS are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under paragraphs 4.2 and 4.3 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

7.10. Post-Issuance Compliance Policy. The Village acknowledges that the IRS encourages issuers of tax-exempt bonds to adopt written post-issuance compliance policies in addition to its bond documents, and provides certain potential benefits to issuers that do so. For example, issuers may receive more favorable terms on any voluntary settlement pursuant to the IRS' voluntary closing agreement program if an issuer has adopted written procedures that, at a minimum, specify the official(s) with responsibility for monitoring compliance, a description of the training provided to such responsible official(s) with regard to monitoring compliance, the frequency of compliance checks (must be at least annual), the nature of the compliance activities required to be undertaken, the procedures used to timely identify and elevate the resolution of a violation when it occurs or is expected to occur, procedures for the retention of all records material to substantiate compliance with the applicable federal tax requirements, and an awareness of the availability of the IRS' voluntary closing agreement program and other remedial actions to resolve violations. Generally, a reference to reliance on the bond documents, without more, will not qualify as sufficient written procedures for these purposes.

The Village has adopted written post-issuance compliance policies that meet the foregoing, which are maintained by the Village separately. The post-issuance compliance policies do not constitute part of this Section, and the Village may modify or

eliminate any post-issuance compliance policies without the consent of the holders of the Bonds and without regard to paragraph 7.8.

7.11. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the Village.

7.12. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. On the basis of the facts and estimates contained herein, the Village has adopted the expectations contained herein. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 16. Continuing Disclosure Undertaking. The President and the Treasurer are each hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding upon the Village and the officers, employees, and agents of the Village; and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to

do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Board on advice of counsel, their approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. On December 16, 2013, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 19. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: June 13, 2016

AYES: _____

NAYS: _____

ABSENT: _____

Approved: June 13, 2016

President, Village of Brookfield
Cook County, Illinois

ATTEST:

Village Clerk, Village of Brookfield
Cook County, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Board*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 13th day of June, 2016 insofar as the same relates to the adoption of Ordinance No. 2016-29 entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 13th day of June, 2016.

Village Clerk

[SEAL]

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the 13th day of June, 2016 there was filed in my office a duly certified copy of Ordinance No. 2016-29 entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, on the 13th day of June, 2016, and approved by the President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this _____ day of _____, 2016.

County Clerk of the County of Cook, Illinois

[SEAL]

RESOLUTION NO. R - 2016 - 1039

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF
BROOKFIELD, ILLINOIS, FOR THE
2016 PRAIRIE/WASHINGTON PUMP STATION IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 13th DAY OF JUNE 2016

RESOLUTION NO. R - 2016 - 1039

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF
BROOKFIELD, ILLINOIS, FOR THE
2016 PRAIRIE/WASHINGTON PUMP STATION IMPROVEMENTS PROJECT**

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional design and construction engineering services for the 2016 Prairie/Washington Pump Station Improvements Project (the "Project");

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Company, has received a proposal from Edwin Hancock Engineering Company to provide professional engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of professional engineering services for the Project in an amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00), plus reimbursement for services sublet as provided in the agreement; and

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Design and

Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Project;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply construction engineering services for the Project to the Village, a copy of which Construction Engineering Services Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Design and Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply construction engineering services for the Project to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form by two-thirds of the corporate authorities.

ADOPTED this 13th day of June 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**Construction Engineering Services Agreement
by and between
Edwin Hancock Engineering Company and the Village of Brookfield
for the
Prairie/Washington Pump Station Improvements Project**

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
STORMWATER PUMP STATION IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

June 2016

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
STORMWATER PUMP STATION IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

THIS AGREEMENT, made and entered into between the Village of Brookfield, hereinafter referred to as "VILLAGE," and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER," covers the furnishing of Professional Engineering Services necessary for the construction engineering required for the installation of a stormwater pump station and emergency backup generator to provide benefit to the intersection of Prairie Avenue and Washington Avenue and the 3500 block of Forest Avenue.

The scope of the improvements will include the installation of a 5,000 gpm pump station including 120,000 gallons of underground storage and an additional 150,000 gallons of storage in a surface reservoir, approximately 300' of 8' x 7' box culvert, storm sewers on Washington Avenue, an emergency backup generator, roadway restoration, and other related improvements.

Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at progress meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.A. of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES, upon authorization by the VILLAGE:

- A. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - 1. Preparation of all necessary contract documents resulting from the award of the contract.
 - 2. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
 - 4. Providing line-and-grade staking.
 - 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
7. Coordination of materials testing engineers and review of materials inspection reports.
8. Advising the VILLAGE of defects and deficiencies observed in the work of the contractor, but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the contractor.
9. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.
10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
12. Performing final inspection of all improvements.
13. Preparing Record Drawings of the work as installed, depicting significant variances from the original plans in grade or alignment made during construction.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 1. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Sections I.A at the Schedule of Hourly Rates shown in Attachment A with the total cost not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
 2. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred

Percent (100%) of the value of services rendered to date less all previous payments made to the ENGINEER for construction engineering services.

2. Final Payment – An invoice shall be submitted to the VILLAGE, after the site improvements have been completed and all final measurements and reports have been made and accepted by the VILLAGE, in the amount of One Hundred Percent (100%) of the total construction engineering costs, less progress payments made, shall be due and payable to the ENGINEER.
3. Payments by the VILLAGE and payments by the ENGINEER to its subcontractors and sub-consultants shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

III. IT IS MUTUALLY AGREED:

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, because these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement, including the General Conditions Attachment to Engineering Agreement which are hereby incorporated, represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2016

VILLAGE OF BROOKFIELD

Cook County, Illinois

Acting through its

President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2016

EDWIN HANCOCK ENGINEERING COMPANY

9933 ROOSEVELT ROAD

WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
James Goumas, Executive Vice President

(SEAL)

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses

arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;

- e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
 10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
 11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
 12. The ENGINEER warrants that it has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
 13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
 14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
 15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
 16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior

written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives,

friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
21. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
24. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in

this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
- a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Keith Sbiral, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

- 1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.

- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

SCHEDULE OF HOURLY RATES - ATTACHMENT A

<u>PERSONNEL CLASSIFICATION</u>			<u>HOURLY RATE</u>
ENGINEER	-	VI	\$128.00
ENGINEER	-	V	123.00
ENGINEER	-	IV	113.00
ENGINEER	-	III	108.00
ENGINEER	-	II	88.00
ENGINEER	-	I	78.00
ENGINEERING TECHNICIAN	-	V	108.00
ENGINEERING TECHNICIAN	-	IV	98.00
ENGINEERING TECHNICIAN	-	III	80.00
ENGINEERING TECHNICIAN	-	II	65.00
ENGINEERING TECHNICIAN	-	I	40.00
CAD MANAGER	-		108.00
CAD	-	II	98.00
CAD	-	I	93.00
ADMINISTRATIVE	-		65.00

2016-MUNICIPAL RATE

RESOLUTION NO. R – 2016 - 1040

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE PRAIRIE/WASHINGTON PUMP STATION IMPROVEMENTS PROJECT FOR
THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1040

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE PRAIRIE/WASHINGTON PUMP STATION IMPROVEMENTS PROJECT FOR
THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the "Village") has the authority to improve and maintain waterways within its corporate limits;

WHEREAS, the Village proposes to install an underground storm water pump station facility and sewer outfall at Forest Avenue and Washington Avenue, including 450' of storm sewer ranging from 16" to 48" in diameter, 300' of 8'x7' box culvert, an above-ground storm water detention facility, associated manholes, catch basins and lateral sewers, relocation of 275' of 12" combined sewer and associated sanitary service connections and subsequent restoration including a Portland cement concrete sidewalk, driveway, curb and gutter, and pavement, hot-mix asphalt pavement reconstruction and resurfacing, landscaping restoration, fence installation and other appurtenant work thereto for the public benefit of reducing flooding in the general area (the "Project");

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publically opened, examined and declared at 11:00 a.m. on Thursday, June 2, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Glenbrook Excavating and Concrete, Inc.

NOW, THEREFORE, BE IT RESOLVED by the board of trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find Glenbrook Excavating and Concrete, Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: Contract Award. Glenbrook Excavating and Concrete, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Glenbrook Excavating and Concrete, Inc., the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Glenbrook Excavating and Concrete, Inc.

Section 5: Authorization to Execute Contract. Provided that Glenbrook Excavating and Concrete, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are

authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"

VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Glenbrook Excavating and Concrete, Inc.
1350 North Old Rand Road
Wauconda, Illinois 60084

PROJECT DESCRIPTION: Prairie/Washington Pump Station Improvements Project

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of One Million Eight Hundred Fifty-Three Thousand Seven Hundred Ten Dollars (\$1,853,710.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance..

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Glenbrook Excavating and Concrete, Inc. this ____ day of June 2016

Glenbrook Excavating and Concrete, Inc.

By: _____
Terry R. Barnett, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and Glenbrook Excavating and Concrete, Inc., 1350 North Old Rand Road, Wauconda, Illinois 60084, the "Contractor," for the Village of Brookfield - 2016 Prairie/Washington Pump Station Improvements Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Brookfield - 2016 Prairie/Washington Pump Station Improvements Project

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work on or before November 15, 2016, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of One Thousand Two Hundred Seventy-Five Dollars (\$1,275.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions,

which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to the Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to the Contractor:

Glenbrook Excavating and Concrete, Inc.
1350 North Old Rand Road
Wauconda, Illinois 60084
Attn: Terry R. Barnett, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addendum Number One – May 16, 2016;
- (b) Addendum Number Two– May 27, 2016;
- (c) Addendum Number Three – May 31, 2016;
- (d) Notice to Contractors;
- (e) Project Description;
- (f) Instructions to Bidders;
- (g) Proposal;
- (h) Contract;
- (i) Contract Bond;
- (j) Standard Specifications;
- (k) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Test Procedures for Materials,” June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation;
- (l) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the “Standard Specifications for Sewer and Water Main Construction”);
- (m) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto;
- (n) Supplemental Specifications;
- (o) Metropolitan Water Reclamation District of Greater Chicago Special Provisions including the Affirmative Action Interim Ordinance of the Metropolitan Water Reclamation District of Greater Chicago and An Ordinance Providing for a Revised and Amended Sunset Date at Section 18 of Ordinance 012 – 003, “Revisions to the Affirmative Action Interim Ordinance, Appendix D of the Metropolitan Water

Reclamation District of Greater Chicago" from December 6, 2014 to June 4, 2015 which was previously adopted on November 15, 2012;

- (p) Special Provisions for General Items;
- (q) Special Provisions for Contract Pay Items;
- (r) Bidder's Certification;
- (s) Check Sheet for Recurring Special Provisions;
- (t) Bureau of Design and Environment Special Provisions Check Sheet;
- (u) Cook County, Illinois, Prevailing Wages.

Noted: Contract documents (k), (l) and (m), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (k) may be obtained from the Illinois Department of Transportation. *See:* <http://www.idot.illinois.gov>.

Contract document (l) may be obtained from the Illinois Society of Professional Engineers. *See:* <http://www.illinoisengineer.com>

Contract document (m) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago. *See:* https://www.mwrd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Glenbrook Excavating and Concrete, Inc.

By: _____
Kit P. Ketchmark, Village President

By: _____
Terry R. Barnett, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
David A. Barnett, Secretary

RESOLUTION NO. R – 2016 - 1041

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 30TH STREET COMBINED SEWER OVERFLOW REPAIR PROJECT FOR
THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1041

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 30TH STREET COMBINED SEWER OVERFLOW REPAIR PROJECT FOR
THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the "Village") has the authority to improve and maintain the sewer system within its corporate limits;

WHEREAS, the Village proposes to remove the existing headwall and install a new concrete headwall on the 30" combined sewer overflow outlet into Salt Creek located approximately 200' east of the intersection of 30th Avenue and Forest Avenue for the public benefit of reducing flooding in the general area (the "Project");

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared at 10:00 a.m. on Wednesday, June 8, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Unique Plumbing Co., Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find Unique Plumbing Co., Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: Contract Award. Unique Plumbing Co., Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Unique Plumbing Co., Inc., the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Unique Plumbing Co., Inc.

Section 5: Authorization to Execute Contract. Provided that Unique Plumbing Co., Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic

needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Unique Plumbing Co., Inc.
9408 47th Street
Brookfield, IL 60513

PROJECT DESCRIPTION: 30th Street Combined Sewer Overflow Repair Project -
Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the
above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount
of Fifty-Nine Thousand Two Hundred Dollars (\$59,200.00), payable on a unit price basis
for the units of work listed in the Proposal properly installed and accepted by the Village,
further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and
insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten
(10) days from the publication of this Notice, the Village will be entitled to consider all
your rights arising out of the Village's acceptance of your bid as abandoned and as a
forfeiture of your bid security. The Village will be entitled to such other rights as may be
granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village
of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Unique Plumbing Co., Inc. this ____ day of June 2016

Unique Plumbing Co., Inc.

By: _____
James P. Kennedy, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and Unique Plumbing Co., Inc., 9408 47th Street, Brookfield, IL 60513, the "Contractor," for the Village of Brookfield - 2016 30th Street Combined Sewer Overflow Repair Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

2016 30th Street Combined Sewer Overflow Repair Project Village of Brookfield, Illinois

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work within twenty-one (21) Calendar Days, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of Four Hundred Seventy-Five Dollars (\$475.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. **Contractor Record Retention.** The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. **Notices.** Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

Unique Plumbing Co., Inc.
9408 47th Street
Brookfield, IL 60513
Attn: James P. Kennedy, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addendum – Clarification Number One – June 7, 2016
- (b) Notice to Bidders
- (c) Scope of Improvements
- (d) Instructions to Bidders
- (e) Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Test Procedures for Materials,” June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the “Standard Specifications for Sewer and Water Main Construction”)
- (k) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Special Provision - Contract Items
- (n) Location Map
- (o) Details
- (p) Bidder’s Certification

- (q) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (r) State of Illinois Drug Free Workplace Certification
- (s) Equal Employment Opportunity Compliance Certificate
- (t) Check Sheet for Recurring Special Provisions
- (u) Bureau of Design and Environment Special Provisions Check Sheet
- (v) Cook County, Illinois, Prevailing Wages

Noted: Contract documents (i), (j) and (k), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (i) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (j) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

Contract document (k) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago. See
https://www.mwrd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Unique Plumbing Co., Inc.

By: _____
Kit P. Ketchmark, Village President

By: _____
James P. Kennedy, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Mark Kennedy, Secretary



June 8, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 30th Street Combined Sewer Overflow Repair Project

Dear Keith:

Sealed bid proposals for the proposed 30th Street Combined Sewer Overflow Repair Project were received and publicly opened at 10:00 A.M. on Wednesday, June 8, 2016 at the Brookfield Village Hall.

A total of four (4) contractors obtained bidding documents for this project and the Village received proposals from two (2) qualified companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
Unique Plumbing Co.	\$59,200.00
Martam Construction, Inc.	\$95,000.00
Engineer's Estimate	\$73,000.00

Each of the bid proposals were properly completed. All were accompanied by the required bid security.

The lowest bidder, Unique Plumbing Co., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project within 21 calendar days. It is our recommendation that the Village accept the bid proposal submitted by Unique Plumbing Co.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

Enclosures

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

BID TABULATION

BID DATE & TIME:

PROJECT:

k:/bids/BROOKFLD/16-01115 - BK_30th St CSO Repair

Thursday, June 9, 2016 - 10:00AM

BROOKFIELD - 30TH STREET COMBINED SEWER OVERFLOW REPAIR

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		UNIQUE PLUMBING		MARTAM CONSTRUCTION	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Site Clearing	1	LS	15,000.00	15,000.00	16,000.00	16,000.00	18,000.00	18,000.00
2. Removal of Existing Headwall	1	LS	4,500.00	4,500.00	400.00	400.00	15,130.00	15,130.00
3. 30" Combined Sewer Repair	1	LS	15,000.00	15,000.00	7,300.00	7,300.00	17,050.00	17,050.00
4. Connection to Existing 30" Clay Sewer	1	LS	2,500.00	2,500.00	1,300.00	1,300.00	5,500.00	5,500.00
5. Reinforced Concrete Headwall	1	LS	18,500.00	18,500.00	12,200.00	12,200.00	7,500.00	7,500.00
6. Inline Check Valve, 30"	1	LS	5,000.00	5,000.00	11,000.00	11,000.00	15,820.00	15,820.00
7. Bank Stabilization	50	SqYd	150.00	7,500.00	60.00	3,000.00	200.00	10,000.00
8. Perimeter Erosion Barrier	1	LS	2,500.00	2,500.00	4,500.00	4,500.00	3,000.00	3,000.00
9. Seeding Through Cleared Area	1	LS	2,500.00	2,500.00	3,500.00	3,500.00	3,000.00	3,000.00
TOTAL AMOUNT OF BID			\$ 73,000.00		\$ 59,200.00		\$ 95,000.00	

RESOLUTION NO. R – 2016 - 1042

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
2016 SIDEWALK IMPROVEMENTS PROJECT FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1042

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
2016 SIDEWALK IMPROVEMENTS PROJECT FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the “Village”) has the authority to improve and maintain public ways within its corporate limits;

WHEREAS, the Village proposes to install approximately seven thousand (7,000) square feet of sidewalk at various locations throughout the village for the public benefit (the “Project”).

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared at 10:15 a.m. on Wednesday, June 8, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Strada Construction Company.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find Strada Construction Company to be the lowest responsible bidder for the construction of the Project.

Section 3: Contract Award. Strada Construction Company is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Strada Construction Company, the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Strada Construction Company.

Section 5: Authorization to Execute Contract. Provided that Strada Construction Company returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform

such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Strada Construction Company
1742 Armitage Court
Addison, Illinois 60101

PROJECT DESCRIPTION: 2016 Sidewalk Improvements Project - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Forty-Seven Thousand Three Hundred Fifty-Nine Dollars (\$47,359.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Strada Construction Company this ____ day of June 2016

Strada Construction Company

By: _____
Antonio Dipaola, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and Strada Construction Company, 1742 Armitage Court, Addison, Illinois 60101, the "Contractor," for the Village of Brookfield - 2016 Sidewalk Improvements Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

2016 Sidewalk Improvements Project - Village of Brookfield, Illinois

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work within thirty (30) Calendar Days after the issuance of by the Department of a Notice to Proceed or in the absence of a Notice to Proceed, forty (40) Calendar Days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the Department, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of Four Hundred Seventy-Five Dollars (\$475.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. Payments. Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

Strada Construction Company
1742 Armitage Court
Addison, Illinois 60101
Attn: Antonio Dipaola, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addendum Number One – June 7, 2016
- (b) Notice to Bidders
- (c) Scope of Improvements
- (d) Instructions to Bidders
- (e) Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Test Procedures for Materials,” June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the “Standard Specifications for Sewer and Water Main Construction”)
- (k) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Special Provision - Contract Items
- (n) Location Summary
- (o) Bidder’s Certification
- (p) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (q) State of Illinois Drug Free Workplace Certification

- (r) Equal Employment Opportunity Compliance Certificate
- (s) Check Sheet for Recurring Special Provisions
- (t) Bureau of Design and Environment Special Provisions Check Sheet
- (u) Cook County, Illinois, Prevailing Wages

Noted: Contract documents (i), (j) and (k), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (i) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (j) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

Contract document (k) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago. See
https://www.mwrd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Strada Construction Company

By: _____
Kit P. Ketchmark, Village President

By: _____
Antonio Dipaola, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Nicola Di Benedetto, Secretary



Civil Engineers ♦ Municipal Consultants ♦ Established 1911

June 8, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2016 Sidewalk Improvements

Dear Keith:

Sealed bid proposals for the proposed 2016 Sidewalk Improvements were received and publicly opened at 10:15 A.M. on Wednesday, June 8, 2016 at the Brookfield Village Hall.

A total of five (5) contractors obtained bidding documents for this project and the Village received proposals from four (4) qualified companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
Strada Construction Co.	\$47,359.00
Schroeder and Schroeder Inc.	\$48,870.00 *
Davis Concrete Construction Co.	\$54,935.50
M&J Asphalt Paving Company Inc.	\$55,282.50
Engineer's Estimate	\$57,520.00

Each of the bid proposals were properly completed, with the exception of one (1) arithmetic error (*). All were accompanied by the required bid security.

The lowest bidder, Strada Construction Co., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project within 30 calendar days. It is our recommendation that the Village accept the bid proposal submitted by Strada Construction Co.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

Enclosures

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

BID TABULATION

BID DATE & TIME:

PROJECT:

k:/bitabs/BROOKFLD/16-09502 - 2016 Sidewalk Imp

Wednesday, June 8, 2016 @ 10:15 AM

BROOKFIELD - 2016 SIDEWALK IMPROVEMENTS

	QUANTITY	UNIT	Engineer's Estimate		STRADA CONSTRUCTION		CORRECT QUANTITIES		DAVIS CONCRETE		M & J ASPHALT PAV	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	SCHROEDER & SCHROEDER	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Sidewalk Removal	6,760	SqFt	1.75	11,830.00	1.00	6,760.00	1.00	6,760.00	1.00	6,760.00	1.50	10,140.00
2. Frames and Grates to be Adjusted	1	Each	500.00	500.00	50.00	50.00	350.00	350.00	10.00	10.00	600.00	600.00
3. PCC Sidewalk, 5"	6,760	SqFt	6.50	43,940.00	5.90	39,884.00	6.00	40,560.00	7.05	47,658.00	6.50	43,940.00
4. Detectable Warnings	10	SqFt	50.00	500.00	29.00	290.00	45.00	450.00	50.00	500.00	25.00	250.00
5. Protective Coat	750	SqYd	1.00	750.00	0.50	375.00	1.00	750.00	0.01	7.50	0.47	352.50
TOTAL AMOUNT OF BID				\$ 57,520.00		\$ 47,359.00		\$ 48,870.00		\$ 54,935.50		\$ 55,282.50

RESOLUTION NO. R – 2016 - 1043

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
CONTRACT A - SEWER IMPROVEMENTS FOR THE 2016 STREET
IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1043

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
CONTRACT A - SEWER IMPROVEMENTS FOR THE 2016 STREET
IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the "Village") has the authority to improve and maintain roadways within its corporate limits;

WHEREAS, the Village proposes to install approximately two thousand feet (2,000') of repairs to certain sections of sewer at various locations throughout the village and other appurtenant work thereto for the public benefit (the "Project").

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared at 10:30 a.m. on Wednesday, June 8, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Suburban General Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find Suburban General Construction, Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: **Contract Award.** Suburban General Construction, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: **Authorization to Execute Notice of Award.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Suburban General Construction, Inc., the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Suburban General Construction, Inc.

Section 5: **Authorization to Execute Contract.** Provided that Suburban General Construction, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall

be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Suburban General Construction, Inc.
1019 East 31st Street
La Grange Park, Illinois 60526

PROJECT DESCRIPTION: Contract A - Sewer Improvements - 2016 Street Improvements Project - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Seven Hundred Six Thousand Three Hundred Sixty-Five Dollars (\$706,365.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Suburban General Construction, Inc. this _____ day of June 2016

Suburban General Construction, Inc.

By: _____
William S. Purl, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and Suburban General Construction, Inc., 1019 East 31st Street, La Grange Park, Illinois 60526, the "Contractor," for the Village of Brookfield - Contract A - Sewer Improvements - 2016 Street Improvements Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Contract A - Sewer Improvements 2016 Street Improvements Project Village of Brookfield

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work on or before August 5, 2016, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of One Thousand Twenty-Five Dollars (\$1,025.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. Payments. Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

Suburban General Construction, Inc.
1019 East 31st Street
La Grange Park, IL 60526
Attn: William S. Purl, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addendum Number One – June 7, 2016
- (b) Notice to Bidders
- (c) Project Description
- (d) Instructions to Bidders
- (e) Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Test Procedures for Materials,” June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the “Standard Specifications for Sewer and Water Main Construction”)
- (k) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Special Provisions for General Items
- (n) Special Provisions for Roadway Improvements
- (o) Special Provisions for Underground Improvements
- (p) Special Provisions for Contract Pay Items
- (q) Location Map

- (r) Sewer Repair Location Chart
- (s) Details, General Notes and Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) General Notes
- (t) Bidder's Certification
- (u) Check Sheet for Recurring Special Provisions
- (v) Bureau of Design and Environment Special Provisions Check Sheet
- (w) Cook County, Illinois, Prevailing Wages

Noted: Contract documents (i), (j) and (k), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (i) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (j) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

Contract document (k) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago. See
https://www.mwrdd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Suburban General Construction, Inc.

By: _____
Kit P. Ketchmark, Village President

By: _____
William S. Purl, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
William S. Chase, Secretary



June 9, 2016

Mr. Keith Sbiral, Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2016 Street Improvements Project - Contract A – Sewer Improvements

Dear Keith:

Sealed bid proposals for the proposed 2016 Street Improvements Project - Contract A – Sewer Improvements were received and publicly opened at 10:30 A.M. on Thursday, June 9, 2016 at the Brookfield Village Hall.

A total of ten (10) contractors obtained bidding documents for this project and the Village received proposals from five (5) qualified companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
Suburban General Construction Inc.	\$706,365.00
Conley Excavating Inc.	\$783,924.50
Unique Plumbing Company	\$799,965.60 *
A Lamp Concrete Contractors Inc.	\$829,100.00
Cerniglia Company	\$1,024,520.00 *
Engineer's Estimate	\$853,350.00

Each of the bid proposals were properly completed, with the exception of a few arithmetic errors (*). All were accompanied by the required bid security.

The lowest bidder, Suburban General Construction Co., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project by August 5, 2016. It is our recommendation that the Village accept the bid proposal submitted by Suburban General Construction Inc.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals. Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

Enclosures

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

BID TABULATION

BID DATE & TIME:

PROJECT:

k:\bids\BROOKFIELD\16-06401 - 2016 St Imp-Cont A-Sewer Imp

Thursday, June 9th, 2016 @ 10:30 AM

BROOKFIELD - 2016 STREET IMPROVEMENTS PROJECT - CONTRACT A - SEWER IMPROVEMENTS

	QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL PRICE	SUBURBAN GEN'L CONST UNIT PRICE	SUBURBAN GEN'L CONST TOTAL PRICE	CONLEY EXCAVATING UNIT PRICE	CONLEY EXCAVATING TOTAL PRICE	UNIQUE PLUMBING, INC. UNIT PRICE	UNIQUE PLUMBING, INC. TOTAL PRICE	CERNIGLIA CO., INC. UNIT PRICE	CERNIGLIA CO., INC. TOTAL PRICE	A-LAMP CONC CONT UNIT PRICE	A-LAMP CONC CONT TOTAL PRICE
1 8" Dia PVC Sewer Pipe Repl (0'-30')	109	Foot	225.00	24,525.00	355.00	38,695.00	230.00	25,070.00	280.00	30,520.00	420.00	45,780.00	150.00	16,350.00
2 8" Dia PVC Sewer Pipe Repl (125'-200')	0	Foot	175.00	-	-	-	-	-	197.00	-	-	-	90.00	-
3 10" Dia PVC Sewer Pipe Repl (0'-30')	128	Foot	250.00	32,000.00	385.00	49,280.00	260.00	33,280.00	250.00	32,000.00	440.00	56,320.00	160.00	20,480.00
4 10" Dia PVC Sewer Pipe Repl (75'-150')	323	Foot	200.00	64,600.00	135.00	43,605.00	118.00	38,114.00	106.00	34,238.00	140.00	45,220.00	120.00	38,760.00
5 10" Dia PVC Sewer Pipe Repl (324')	0	Foot	175.00	-	-	-	-	-	96.30	-	-	-	90.00	-
6 12" Dia PVC Sewer Pipe Repl (0'-15')	95	Foot	275.00	26,125.00	425.00	40,375.00	387.00	36,765.00	340.00	32,300.00	490.00	46,550.00	200.00	19,000.00
7 12" Dia PVC Sewer Pipe Repl (20'-60')	236	Foot	250.00	59,000.00	195.00	46,020.00	144.00	33,984.00	98.50	23,246.00	160.00	37,760.00	180.00	42,480.00
8 12" Dia PVC Sewer Pipe Repl (200'-320')	1,157	Foot	200.00	231,400.00	135.00	156,195.00	107.00	123,799.00	92.60	107,138.20	100.00	115,700.00	90.00	104,130.00
9 Addit 8" Dia Sewer Pipe Repl	50	Foot	50.00	2,500.00	25.00	1,250.00	100.00	5,000.00	90.50	4,525.00	40.00	2,000.00	100.00	5,000.00
10 Addit 10" Dia Sewer Pipe Repl	80	Foot	50.00	4,000.00	25.00	2,000.00	120.00	9,600.00	96.30	7,704.00	50.00	4,000.00	100.00	8,000.00
11 Addit 12" Dia Sewer Pipe Repl	70	Foot	60.00	4,200.00	25.00	1,750.00	150.00	10,500.00	113.00	7,910.00	53.00	3,710.00	100.00	7,000.00
12 6" Dia PVC Sanitary Sewer Service Pipe	200	Foot	50.00	10,000.00	5.00	1,000.00	50.00	10,000.00	120.00	24,000.00	30.00	6,000.00	80.00	16,000.00
13 8"x6" PVC Sewer Service Connections	5	Each	500.00	2,500.00	100.00	500.00	300.00	1,500.00	500.00	2,500.00	500.00	2,500.00	2,500.00	12,500.00
14 10"x6" PVC Sewer Service Connections	34	Each	600.00	20,400.00	125.00	4,250.00	400.00	13,600.00	555.00	18,870.00	500.00	17,000.00	2,750.00	93,500.00
15 12"x6" PVC Sewer Service Connections	69	Each	700.00	48,300.00	175.00	12,075.00	450.00	31,050.00	590.00	40,710.00	600.00	41,400.00	3,000.00	207,000.00
16 Trench Backfill	1,000	CuYd	40.00	40,000.00	22.50	22,500.00	30.00	30,000.00	36.00	36,000.00	25.00	25,000.00	35.00	35,000.00
17 Rest Depth CB, 4' Dia Ty 1 Frame, Op Lid	1	Each	3,500.00	3,500.00	4,500.00	4,500.00	4,500.00	4,500.00	3,500.00	3,500.00	5,300.00	5,300.00	2,500.00	2,500.00
18 Rest Depth San Manhole, 4' Dia Ty 1 Frame, Cl Lid	4	Each	4,500.00	18,000.00	5,500.00	22,000.00	4,500.00	18,000.00	5,200.00	20,800.00	8,500.00	34,000.00	3,000.00	12,000.00
19 Frames and Grates to be Adjusted	35	Each	300.00	10,500.00	315.00	11,025.00	325.00	11,375.00	380.00	13,300.00	310.00	10,850.00	450.00	15,750.00
20 Frames and Lids	35	Each	300.00	10,500.00	375.00	13,125.00	325.00	11,375.00	324.00	11,340.00	400.00	14,000.00	450.00	15,750.00
21 Rock Excavation	1	LS	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
22 Connection to Existing Structure	12	Each	600.00	7,200.00	500.00	6,000.00	1,500.00	18,000.00	560.00	6,720.00	800.00	9,600.00	400.00	4,800.00
23 Comb C&G Removal	600	Foot	10.00	6,000.00	2.00	1,200.00	12.00	7,200.00	6.00	3,600.00	6.00	3,600.00	4.00	2,400.00
24 Sidewalk Removal	200	SqYd	2.00	400.00	2.00	400.00	5.00	1,000.00	2.50	500.00	3.00	600.00	2.00	400.00
25 Driveway Pavement Removal	25	SqYd	10.00	250.00	75.00	1,875.00	16.00	400.00	10.00	250.00	20.00	500.00	20.00	500.00
26 Pavement Removal	950	SqYd	12.00	11,400.00	2.00	1,900.00	20.00	19,000.00	15.00	14,250.00	19.00	18,050.00	15.00	14,250.00
27 PCC Base Course, 10"	950	SqYd	50.00	47,500.00	68.50	65,075.00	75.00	71,250.00	120.00	114,000.00	60.00	57,000.00	60.00	57,000.00
28 Deformed Tie Bars	1,500	Each	8.00	12,000.00	5.00	7,500.00	7.00	10,500.00	8.00	12,000.00	6.00	9,000.00	10.00	15,000.00
29 HMA Binder Patch, 6"	1,500	SqYd	45.00	67,500.00	46.92	70,380.00	71.00	106,500.00	63.00	94,500.00	71.00	106,500.00	45.00	67,500.00
30 Incidental Hot-Mix Surfacing	15	Ton	150.00	2,250.00	175.00	2,625.00	192.50	2,887.50	196.00	2,940.00	192.00	2,880.00	200.00	3,000.00
31 Traffic Control & Protection	1	LS	20,000.00	20,000.00	36,500.00	36,500.00	30,000.00	30,000.00	46,800.00	46,800.00	14,200.00	14,200.00	125,000.00	125,000.00
32 10" Dia Storm Sewer Pipe Replacement	240	Foot	100.00	24,000.00	20.00	4,800.00	80.00	19,200.00	57.20	13,728.00	80.00	19,200.00	70.00	16,800.00
33 12" Dia Storm Sewer Pipe Replacement	10	Foot	100.00	1,000.00	25.00	250.00	80.00	800.00	59.50	595.00	300.00	3,000.00	80.00	800.00
34 15" Dia Storm Sewer Pipe Replacement	10	Foot	100.00	1,000.00	100.00	1,000.00	90.00	900.00	84.60	846.00	360.00	3,600.00	120.00	1,200.00
35 18" Dia RCP Storm Sewer Pipe Replacement	63	Foot	100.00	6,300.00	55.00	3,465.00	175.00	11,025.00	57.80	3,641.40	310.00	19,530.00	140.00	8,820.00
36 24" Dia RCP Storm Sewer Pipe Replacement	20	Foot	100.00	2,000.00	150.00	3,000.00	250.00	5,000.00	67.70	1,354.00	500.00	10,000.00	180.00	3,600.00
37 Tree Removal	50	In/Dia	50.00	2,500.00	5.00	250.00	55.00	2,750.00	72.80	3,640.00	175.00	8,750.00	45.00	2,250.00
TOTAL AMOUNT OF BID				\$ 853,350.00		\$ 706,365.00		\$ 783,924.50		\$ 799,965.60		\$ 829,100.00		\$ 1,024,520.00

CORRECTION FROM "AS-BUILT" AMOUNT

RESOLUTION NO. R – 2016 - 1044

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 PAVEMENT STRIPING PROGRAM FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1044

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 PAVEMENT STRIPING PROGRAM FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the "Village") has the authority to improve and maintain public ways within its corporate limits;

WHEREAS, the Village proposes to install approximately twelve thousand (12,000) lineal feet of pavement striping at various locations throughout the village for the public benefit (the "Project").

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared at 10:00 a.m. on Thursday, June 9, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is Superior Road Striping, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find Superior Road Striping, Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: Contract Award. Superior Road Striping, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Superior Road Striping, Inc., the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Superior Road Striping, Inc.

Section 5: Authorization to Execute Contract. Provided that Superior Road Striping, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall

be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: Superior Road Striping, Inc.
1980 North Hawthorne Avenue
Melrose Park, Illinois 60160

PROJECT DESCRIPTION: 2016 Pavement Striping Program - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Twenty Thousand Three Hundred Ninety-Five Dollars (\$20,395.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Superior Road Striping, Inc. this ____ day of June 2016

Superior Road Striping, Inc.

By: _____
Joan Yario, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and Superior Road Striping, Inc., 1980 North Hawthorne Avenue, Melrose Park, Illinois 60160, the "Contractor," for the Village of Brookfield - 2016 Pavement Striping Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

2016 Pavement Striping Program Village of Brookfield, Illinois

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work on or before July 31, 2016, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of Four Hundred Seventy-Five Dollars (\$475.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. Payments. Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

Superior Road Striping, Inc.
1980 North Hawthorne Avenue
Melrose Park, Illinois 60160
Attn: Joan Yario, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Improvements
- (d) Instructions to Bidders
- (e) Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Test Procedures for Materials," June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")
- (k) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Special Provision - Contract Items
- (n) Location Map
- (o) Bidder's Certification

- (p) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (q) State of Illinois Drug Free Workplace Certification
- (r) Equal Employment Opportunity Compliance Certificate
- (s) Check Sheet for Recurring Special Provisions
- (t) Bureau of Design and Environment Special Provisions Check Sheet
- (u) Cook County, Illinois, Prevailing Wages

Noted: Contract documents (i), (j) and (k), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (i) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (j) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

Contract document (k) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago. See
https://www.mwrd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Superior Road Striping, Inc.

By: _____
Kit P. Ketchmark, Village President

By: _____
Joan Yario, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Joan Yario, Secretary



June 9, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2016 Pavement Striping Program

Dear Keith:

Sealed bid proposals for the proposed 2016 Pavement Striping Program were received and publicly opened at 10:00 A.M. on Thursday, June 9, 2016 at the Brookfield Village Hall.

A total of four (4) contractors obtained bidding documents for this project and the Village received proposals from three (3) qualified companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
Superior Road Striping, Inc.	\$20,395.00
Precision Pavement Marking, Inc.	\$20,955.50
Mark-it Striping Corporation	\$25,300.00
Marking Specialists	\$39,649.00
Engineer's Estimate	\$25,665.00

Each of the bid proposals were properly completed. All were accompanied by the required bid security.

The lowest bidder, Superior Road Striping, Inc., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project by July 31, 2016. It is our recommendation that the Village accept the bid proposal submitted by Superior Road Striping, Inc.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

Enclosures

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

BID RESULTS

BK 2016 Pavement Striping Program

NAME OF VILLAGE: BROOKFIELD

NAME OF PROJECT: 2016 Pavement Striping Program

BID OPENING: Thursday, June 9, 2016 @ 10:00 AM

PROJECT ENGINEER: Derek Treichel

ENGINEER'S ESTIMATE: \$25,665.00

[illegible]

k:/bidtabs/BROOKFLD/16-09680 - 2016 Striping

k:/bidtabs/BROOKFLD/16-09680 - 2016 Striping

QUANTITY	UNIT	ENGINEER'S ESTIMATE		SUPERIOR ROAD STRIPING		PRECISION PVMT MKRNG		MARK-IT STRIPING		MARKING SPECIALISTS	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Thermoplastic Pavement Marking-Line 4"	17,000 FT	0.60	10,200.00	0.53	9,010.00	0.55	9,350.00	0.58	9,860.00	0.75	12,750.00
2. Thermoplastic Pavement Marking-Line 6"	5,500 FT	1.10	6,050.00	0.75	4,125.00	0.80	4,400.00	1.20	6,600.00	1.90	10,450.00
3. Thermoplastic Pavement Marking-Line 12"	1,000 FT	1.75	1,750.00	1.50	1,500.00	1.50	1,500.00	1.75	1,750.00	3.80	3,800.00
4. Thermoplastic Pavement Marking-Line 24"	990 FT	3.50	3,465.00	4.00	3,960.00	3.95	3,910.50	3.50	3,465.00	7.60	7,524.00
5. Thermoplastic Pavement Marking-Letters&Symbols	100 SqFt	3.50	350.00	4.00	400.00	3.95	395.00	3.00	300.00	4.00	400.00
6. Pavement Marking Removal	3,500 SqFt	1.10	3,850.00	0.40	1,400.00	0.40	1,400.00	0.95	3,325.00	1.35	4,725.00
TOTAL AMOUNT OF BID			\$ 25,665.00		\$ 20,395.00		\$ 20,955.50		\$ 25,300.00		\$ 39,649.00

RESOLUTION NO. R – 2016 - 1045

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 CRACK FILLING PROGRAM FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1045

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR
THE 2016 CRACK FILLING PROGRAM FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the “Village”) has the authority to improve and maintain public ways within its corporate limits;

WHEREAS, the Village proposes to rout out, prepare existing cracks and install of approximately 14,000 pounds of rubberized crack-filling material at various locations throughout the village for the public benefit (the “Project”).

WHEREAS, the Village publicly advertised for sealed bids for the Project;

WHEREAS, bids were received, publicly opened, examined and declared at 10:15 a.m. on Thursday, June 9, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is SKC Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find SKC Construction, Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: Contract Award. SKC Construction, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to SKC Construction, Inc., the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by SKC Construction, Inc.

Section 5: Authorization to Execute Contract. Provided that SKC Construction, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall

be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 13th day of June 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 13th day of June 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: SKC Construction, Inc.
P. O. Box 503
West Dundee, Illinois 60118

PROJECT DESCRIPTION: 2016 Crack Filling Program - Village of Brookfield

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Twenty-One Thousand One Hundred Forty Dollars (\$21,140.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

By: _____
Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by SKC Construction, Inc. this ____ day of June 2016

SKC Construction, Inc.

By: _____
Jeffrey Bergquist, President

CONTRACT

This Contract made this 13th day of June 2016 between the Village of Brookfield, the "Department," and SKC Construction, Inc., P. O. Box 503, West Dundee, Illinois 60118, the "Contractor," for the Village of Brookfield - 2016 Crack Filling Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

2016 Crack Filling Program - Village of Brookfield, Illinois

in strict compliance with the contract documents listed in Section 8 below which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

3. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work within thirty (30) Calendar Days after the issuance of by the Department of a Notice to Proceed or in the absence of a Notice to Proceed, forty (40) Calendar Days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the Department, unless an extension of time is granted in accordance with the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this Contract, the sum of Four Hundred Seventy-Five Dollars (\$475.00) per Calendar Day which costs will be considered and be treated not as a penalty but as damages due the Village from the Contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

4. Payments. Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

6. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

7. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

SKC Construction, Inc.
P. O. Box 503
West Dundee, Illinois 60118
Attn: Jeffrey Bergquist, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Improvements
- (d) Instructions to Bidders
- (e) Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Test Procedures for Materials," June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (j) Supplemental Specifications
- (k) Special Provision - Contract Items
- (l) Location Guide and Estimated Length of Cracks to be Sealed
- (m) Bidder's Certification
- (n) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (o) State of Illinois Drug Free Workplace Certification
- (p) Equal Employment Opportunity Compliance Certificate
- (q) Check Sheet for Recurring Special Provisions
- (r) Bureau of Design and Environment Special Provisions Check Sheet
- (s) Cook County, Illinois, Prevailing Wages

Noted: Contract document (i), is a separate publication that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (i) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: SKC Construction, Inc.

By: _____
Kit P. Ketchmark, Village President

By: _____
Jeffrey Bergquist, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Susan Lynn Bergquist, Secretary



June 9, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2016 Crack Filling Program

Dear Keith:

Sealed bid proposals for the proposed 2016 Crack Filling Program were received and publicly opened at 10:15 A.M. on Thursday, June 9, 2016 at the Brookfield Village Hall.

A total of two (2) contractors obtained bidding documents for this project and the Village received proposals from one (1) qualified company. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
SKC Construction Inc.	\$21,140.00
Engineer's Estimate	\$22,400.00

The bid proposal was completed properly, and was accompanied by the required bid bond.

The low bidder, SKC Construction, Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project within thirty (30) calendar days. It is our recommendation that the Village accept the bid proposal submitted by SKC Construction Inc.

We have enclosed a copy of the bid tabulation for the project and the original bid proposal.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

Enclosures

BID TABULATION

BID DATE & TIME:

Thursday, June 9, 2016 @ 10:15 AM

PROJECT:

BROOKFIELD - 2016 CRACK FILLING PROGRAM

k:/bidtabs/BROOKFLD/16-09780 - 2016 Crack Filling

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		SKC CONSTRUCTION, INC.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Crack Filling	14,000	LB	1.60	<u>22,400.00</u>	1.51	<u>21,140.00</u>
TOTAL AMOUNT OF BID				\$ 22,400.00		\$ 21,140.00



BOARD OF TRUSTEES ITEM MEMO

ITEM:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

COMMITTEE DATE: June 13, 2016

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Allows the Board to authorize expenditures on the Road Program prior to sale of bonds. Once the Bonds have been sold, the Village can reimburse those costs from Bond Proceeds.

BUDGET AMOUNT: None

BACKGROUND:

The attached resolution authorizes the Board to authorize expenditures on the Road Program prior to sale of bonds. Once the Bonds have been sold, the Village can reimburse those costs.

An individual from Kane McKenna will be present at the June 13th Board of Trustees meeting to discuss this Ordinance and answer any questions.

ATTACHMENTS:

Resolution #2016-1046—The Reimbursement Resolution

STAFF RECOMMENDATION:

Staff recommends passage of the Resolution at the June 13th Board of Trustees Meeting.

REQUESTED COURSE OF ACTION:

Passage of the Resolution at the June 13th Board of Trustees Meeting.

RESOLUTION 2016-1046

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

* * *

WHEREAS, the President and Board of Trustees (the "*Board*") of the Village of Brookfield, Cook County, Illinois (the "*Village*"), has developed a list of capital projects described in *Exhibit A* hereto (the "*Projects*"); and

WHEREAS, all or a portion of the expenditures relating to the Projects (the "*Expenditures*") (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Village reasonably expects to reimburse itself for the Expenditures with the proceeds of one or more obligations:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Intent to Reimburse. The Village reasonably expects to reimburse the Expenditures with proceeds of one or more obligations.

Section 3. Maximum Amount. The maximum aggregate principal amount of the obligations expected to be issued for the Projects is \$22,000,000.

Section 4. Ratification. All actions of the officers, agents and employees of the Village that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 5. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED by the President and Board of Trustees on June 13, 2016.

President, Village of Brookfield,
Cook County, Illinois

AYE:

NAY:

ABSENT:

APPROVED: June 13, 2016.

ATTEST:

Village Clerk, Village of Brookfield,
Cook County, Illinois

[SEAL]

EXHIBIT A

DESCRIPTION OF CAPITAL PROJECTS

Various street improvements throughout the Village.

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon
the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the President declared the motion carried and said resolution adopted,
approved and signed the same in open meeting and directed the Village Clerk to record the same
in the records of the President and Board of Trustees of the Village of Brookfield, Cook County,
Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "*Village*"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 13th day of June, 2016, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 13th day of June, 2016.

Village Clerk

(SEAL)



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, June 13, 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** - Information Services Presentation
- B. **Discussion** - Proposed 8 Corners TIF District
- C. **Discussion** - Agreement with Prudent Man Investors to Manage Bond Proceeds
- D. **Discussion** - E-911 Dispatch Intergovernmental Agreement Draft Review
- E. **Discussion** - 2016 Road Grader Purchase Public Works
- F. **Addresses from the Audience** - Any member of the audience who wishes to address the President and Village Board may do so at this time
- G. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY


Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Information Services Presentation

COMMITTEE DATE: June 13, 2016

PREPARED BY: Keith Sbiral, AICP, Village Manager 

PURPOSE: Staff presentation of Information Services proposals.

BACKGROUND:

As many of you know since 2007 staff has been presenting a "State of the Information Services" presentation to give an overview of the changes to the Information Services department during the interim time periods. Structural reorganization, consultant changes, and hardware and software updates, have significantly improved employee efficiency and service levels for residents since that time.

In the last 12 months a multi-departmental information services team has met to outline organizational improvements necessary to ensure the long term efficiency and effective implementation of technology for the Village. The team has held meetings with AIS, the current IT provider as well as reviewed proposals from other providers. Last meeting ProxIT presented, this meeting AIS will present a proposal for IT services to the Board of Trustees and staff will present the work of the information services team over the past year.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Staff will give a presentation at the Committee of the Whole, as will AIS, an IT vendor and respond to discussion.

REQUESTED COURSE OF ACTION:

This item is provided as information for the Board of Trustees, future action will be presented to restructure IT services and expand use of municipal technology.



COMMITTEE ITEM MEMO

ITEM: Proposed 8 Corners TIF District
COMMITTEE DATE: June 13, 2016
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development; Emily Egan, Village Planner
PURPOSE: To Authorize a Hearing and Joint Review Board Meeting for the 8 Corners TIF District
BUDGET AMOUNT: NA

BACKGROUND:

In 2008 and 2011, the Village established two TIF Districts along Ogden Avenue, formally designating the Ogden corridor as a priority for economic development. In 2016, the Village is proposing a third, geographically focused area in the business district commonly known as "8 Corners." 8 Corners contains approximately \$7.8 million in EAV (Village-wide EAV is \$332 million).

In October 2015, the Village's economic development consultant, Kane, McKenna and Associates (KMA), concluded that the area would qualify as a TIF District via the statutory finding as a "conservation area." Pending an intergovernmental Joint Review Board meeting to consider TIF designation, the prospects are good that the Village Board would ultimately make a formal finding that the area qualifies as a TIF District.

Under the TIF Act, the Village is required to oversee a public participation process, including but not limited to a public hearing, Joint Review Board, and multiple notices. The public participation process would commence in July.

Ultimately, establishing the 8 Corners TIF advances the existing goal of redeveloping the former bowling alley, reducing vacancies in the 8 Corners area, and encouraging sustainable development (including development that potentially leverages Metra train access).

ATTACHMENTS:

1. Proposed 8 Corners TIF Plan
2. Proposed Ordinance Authorizing a Public Hearing and Joint Review Board meeting
3. Conflict of Interest Disclosure

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the draft ordinance, for subsequent consideration by the Village Board. Additionally, elected officials must complete the conflict of interest disclosure per statute.

REQUESTED COURSE OF ACTION:

Review and approval

Draft dated May 13, 2016

**VILLAGE OF BROOKFIELD, ILLINOIS
REDEVELOPMENT PLAN AND PROJECT
8 CORNERS TIF DISTRICT**

Jointly Prepared by:

Village of Brookfield, Illinois

and

Kane, McKenna and Associates, Inc.

May 2016

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EXHIBITS

Exhibit 1	-	Boundary Map
Exhibit 2	-	Legal Description
Exhibit 3	-	TIF Eligibility Report
Exhibit 4	-	Existing Land Use Map
Exhibit 5	-	Proposed Land Use Map

I. INTRODUCTION

The Village of Brookfield is located approximately 13 miles west of downtown Chicago in Cook County, Illinois. Brookfield is an established inner-ring suburb of Chicago of approximately 3.1 square miles. The Village has convenient access to and from the City of Chicago, and is home to three Metra stations along the Burlington Northern/Santa Fe railway, which provides service to the City of Chicago (east), City of Naperville (west), and City of Aurora (west).

The 8 Corners Redevelopment Project Area (RPA or Project Area) is located in the central portion of the Village of Brookfield, in an area that has a diverse mix of commercial, retail, residential, and office uses, many of which uses can be classified as “neighborhood commercial”. The 8 Corners intersection is comprised of Grand Boulevard, Maple Avenue, Broadway Avenue, and Washington Avenue, which meet at an intersection that includes a landscaped roundabout. The roundabout plays an important role in creating an active economic corridor by providing a welcoming aesthetic feature and provides for slower vehicle speeds as they pass through the area. The 8 Corners Area has higher traffic counts than other local areas as a result of Maple Avenue connecting Brookfield to both its northern neighbors and the Eisenhower Expressway (I-290).

In the surrounding area, the most common housing type is single-family homes, and the concentration of residences in the immediate area surrounding the 8 Corners intersection make it a popular area for shopping. The majority of the commercial buildings in the Project Area are predominantly older one-story buildings with large storefront windows and are built up to the street. The RPA is generally bounded by Monroe Avenue to the north, Madison Avenue to the east, Lincoln Avenue to the south, and Park Avenue the west. The RPA consists of approximately 97 tax parcels.

The Area is a significant contributor to the Village’s tax base, and the economic success and viability of the commercial areas remains a top priority for the Village. The area was identified in the Village of Brookfield *2020 Master Plan* (2004) as a key focus area and one primed for potential growth. Specifically, the RPA is identified in the 8 Corners Subarea (2004) section of the *2020 Master Plan* as an area that could be subject to redevelopment in the near future.

A. The Redevelopment Plan

The Village recognizes the need for implementation of a strategy to revitalize existing properties within the boundaries of the RPA and to stimulate and enhance private development. Private investment attraction and redevelopment of properties are key components of the strategy. The needed private investment may only be possible if tax increment financing (TIF) is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "Act") Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq., as amended. Incremental property tax revenue generated by redevelopment activities will play a decisive role in encouraging private redevelopment. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts which encompass the area in the form of a significantly expanded tax base.

As part of the Village's Comprehensive Plan, the redevelopment of the 8 Corners area is identified as a priority for the Village. Please refer to Table 1 below.

Table 1

Provisions of the *2020 Master Plan* Relating to the 8 Corners Business District

- "Promote new commercial development and redevelopment within select locations, primarily along Ogden Avenue, 31st Street, 47th Street and within the Village's pedestrian areas including the 8 Corners area and the Downtown.
- Revitalize the 8 Corners area and the Downtown/Brookfield Metra Station area as the Village's primary mixed-use pedestrian environments.
- Encourage new residential development along Broadway and Maple Avenues. As many stated during the public process, the commercial streets in the 8 Corners appear empty and unwelcoming at night. Increasing the number of residential units through the addition of mixed-use buildings and new residential buildings will make the area more active both during the day and at night. New residential buildings should be appropriately located along these streets so as not to create large gaps in the flow of commercial and retail businesses."

Source: Village of Brookfield *2020 Master Plan*, pages 19-20, 91

The designation of the area as a Redevelopment Project Area will allow the Village to address area deficiencies including (but not limited to):

- Providing viable uses/redevelopment for the property located within the RPA;
- Redevelop the properties in conformance with Village standards;
- Coordinate assembly or consolidation of properties for redevelopment activities;
- Providing infrastructure that is adequate in relation to Village redevelopment plans;
- Provision of ingress and egress requirements that satisfy area circulation, parking and connections to major arterials;
- Entering into redevelopment agreements in order to include the redevelopment of property and/or to induce new development to locate within the RPA; and
- Improving area appearance through landscape, streetscape and signage programs.

A map of the RPA boundaries is included in Exhibit 1 and is a part of this Redevelopment Plan and Project. The area on the whole would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of a Redevelopment Plan and Project. The Village, with the assistance of Kane, McKenna and Associates, Inc. has commissioned this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will assist in the redevelopment of the area with private capital and provide for increased valuation of the property.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the Redevelopment Plan and Project. Also pursuant to the Act, the area is not less in the aggregate than 1½ acres.

Through this Redevelopment Plan and Project, the Village will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts which encompass the RPA in the form

of a stabilized and expanded tax base and creation of new employment and investment opportunities within the Village as a result of new private redevelopment in the area.

B. Findings Pursuant to the TIF Act.

It is found and declared by the Village, through legislative actions as required by the Act, that:

- in order to promote and protect the health, safety, and welfare of the public, that certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken; and, to alleviate the existing adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas. Public/private partnerships are determined to be necessary in order to achieve redevelopment goals. Without the redevelopment focus and resources provided under the Act, the redevelopment goals of the Village would not reasonably be expected to be achieved.
- the use of incremental tax revenues derived from the tax rates of various taxing districts in the Redevelopment Project Area for the payment of redevelopment project costs is of benefit to the taxing districts. This is because these taxing districts whose jurisdictions are included in the Redevelopment Project Area would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment.
- in connection to the process required for the adoption of this Redevelopment Plan and Project pursuant to 65 ILCS Section 5/11-74.4.3(n)(5) of the Act, that this Redevelopment Plan and Project will not result in the displacement of 10 or more inhabited residential units. Therefore, this Redevelopment Plan and Project does not include a housing impact study.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA.

Redevelopment of the RPA is tenable only if a portion of the improvements and other TIF eligible costs are funded by TIF revenues.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 2.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPA in conformance with the Village's 2020 Master Plan (the Village's comprehensive land use plan) as adopted in 2004, as amended.

A. General Goals of the Village

The 2020 Master Plan identifies the following policies that are associated with Village development and planning issues:

Table 2
2020 Master Plan Statement of Development Goals

The following general goals have been developed as a "guiding framework" directing future change in the community:

- A) Achieve a balanced pattern of development in the community that provides for well designed, compatible and economically sustainable business, employment, and residential areas.
- B) Create and maintain a physically distinctive and high-quality community environment through efforts that preserve the existing quality of life, character, and heritage of the Village, while anticipating change and progress in the future.
- C) Forge and maintain strong public and private partnerships to capitalize upon and coordinate all resources and assets the community has to offer in carrying out plans, policies and programs.
- D) Establish a process for the regular review and update of the 2020 Master Plan."

Source: Page 17-18, *2020 Master Plan*, Village of Brookfield

B. Specific Objectives for the RPA

- A) Promote the redevelopment of underutilized property located within the RPA.
- B) Provide for the assembly or coordination of property for viable redevelopment projects.

- C) Improve existing roads and right-of-ways, including the coordination of parking improvements, if needed.
- D) Provide for the necessary site preparation, grading, and demolition (if necessary) of property located within the RPA.
- E) Coordinate redevelopment activities within the RPA in a manner that conforms with the fiscal and economic development policies of the Village.

C. General Redevelopment Objectives

The purpose of the RPA designation will allow the Village to:

- A) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal, including coordination of property assemblage;
- B) Reduce or eliminate negative factors as more fully described in the TIF Eligibility Report;
- C) Accomplish redevelopment over a reasonable time period;
- D) Provide for high quality development within the RPA;
- E) Provide for an attractive overall appearance of the area; and
- F) Return underutilized property to productive use.

Overall, the implementation of the Redevelopment Plan and Project will contribute to the economic development of the area. Further, the implementation of the RPA is expected to provide new employment opportunities for the community and Village residents.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA; ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA

As found in Exhibit 3 of this Redevelopment Plan and Project, the RPA has suffered from certain impediments to redevelopment. The area has not in recent years benefited from significant private investment and/or development. As a result, the RPA is not likely to gain in value without encouragement by the Village.

The RPA evidences lagging or declining EAV, obsolescence, lack of community planning, deterioration, deleterious land use or layout, and inadequate utilities among other factors.

B. Assessment of Fiscal Impact on Affected Taxing Districts

It is not anticipated that the implementation of this Redevelopment Plan and Project will have a negative financial impact on the affected taxing districts. Instead, actions taken by the Village to stabilize and cause growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting potential assessed valuation declines.

It is not anticipated that the RPA will require increased services from any affected taxing districts except by the Village. Though strategies will be encouraged to promote growth via private investment within the area, specific objectives are geared to stabilize the RPA's existing strengths and revitalize the RPA's redevelopment potential. Should the Village achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the Village will consider the declaration of sufficient surplus funds (which funds are neither expended nor obligated) as provided by the Act, to assist affected taxing districts in paying the costs for the increased services.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the Village, after all TIF eligible costs either expended or incurred as an obligation by the Village have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

School district impacts are expected to be addressed through the utilization of payments provided for by TIF Act related to residential projects assisted by TIF funding.

V. TIF QUALIFICATION FACTORS

A. Findings

The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district as a “conservation area” under Illinois law. Refer to the TIF Eligibility Report (Exhibit 3) which is attached as part of this Plan.

B. Eligibility Report

The RPA was evaluated in October 2015, and continuing to the date of this Redevelopment Plan and Project by representatives of Kane, McKenna and Associates, Inc., (KMA) and Village staff. Analysis was aided by certain reports obtained from the Village and other sources. In KMA’s evaluation, only information was recorded which would directly aid in the determination of eligibility for a TIF district.

VI. HOUSING IMPACT STUDY

The RPA was studied in order to determine if a housing impact study would need to be conducted pursuant to the TIF Act. The Village has found that the area will not displace ten (10) or more residential units and that the RPA contains less than seventy-five (75) inhabited residential units, thus a housing impact study is not required to be completed. If at a later date, the Village does decide to dislocate more than ten (10) units or add seventy-five (75) or more inhabited residential units as part of an amendment, then the Village must complete a housing impact study.

VII. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing:

- 1) By implementing a plan that provides for the attraction of investment to redevelop underutilized property and buildings that are available within the RPA.
- 2) By assisting in the assembly or combination of property acquisition for redevelopment activities.
- 3) By constructing public improvements which may include (if necessary):
 - i. Street and sidewalk improvements
 - ii. Utility improvements (including, but not limited to, water, stormwater sewer, and sanitary sewer projects consisting of construction and rehabilitation)
 - iii. Storm water management
 - iv. Signalization, traffic control and lighting
 - v. Landscaping and beautification
 - vi. Coordinated parking improvements
- 4) By entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of interest rate subsidy as allowed under the Act.
- 5) By providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation as necessary and appropriate.
- 6) By the redevelopment of certain existing buildings through necessary rehabilitation and improvement of structures, if necessary.
- 7) By exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

B. Redevelopment Activities

Pursuant to the foregoing objectives, the Village will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, demolition, provision of public infrastructure and related public improvements.

Land Assembly

Property may be acquired, assembled and reconfigured into appropriate redevelopment sites.

Site Preparation, Clearance, and Demolition

Property within the RPA may be improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including roadways, the extension of water mains as well as sanitary and storm sewer systems and detention related improvements;
- Public parking;
- Storm water management; and
- Beautification, identification markers, landscaping, lighting, streetscape, and signage of public right-of-ways.

Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village code provisions. Improvements may include exterior and façade related work as well as interior related work.

Interest Rate Write-Down

The Village may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on

annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

School Tuition Costs

The Village may fund school tuition costs as provided for by the TIF Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

C. General Land Use Plan

Existing land use generally consists of retail/commercial, single family residential and institutional uses. Existing land uses are shown in Exhibit 4, attached hereto and made a part of this Plan. Exhibit 5, attached hereto and made a part of this Plan designates intended general land uses in the Redevelopment Project Area. The land uses will conform to the *2020 Master Plan*, as amended, of the Village.

D. Additional Design and Control Standards

The appropriate design controls including any Planned Unit Developments, as set forth in the Village's Zoning Ordinance, as amended, shall apply to the RPA.

E. Estimated Redevelopment Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement municipal Redevelopment Project Costs, are expected to substantially exceed such

Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. *Professional Services* - Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;

2. *Marketing* - The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

3. *Property assembly costs* - Including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. *Rehab costs* - Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

5. *Public works and improvements* - Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
6. *Job training* - Costs of job training and retraining projects including the costs of ‘welfare to work’ programs implemented by businesses located within the redevelopment project area;
7. *Financing incentives* - Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. *Capital costs* - To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

9. *School-related costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:
- a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by

those housing units that have received tax increment finance assistance under this Act.

- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.
- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement

otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. *Library costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. *Relocation costs* - to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. *Payment in lieu of taxes*;
13. *Job training* - Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;
14. *Interest costs* – for incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;
 - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

- c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
- d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
- e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
- f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. *Day care* - If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

The TIF Act prohibits certain costs, including the following:

Construction of privately owned buildings - Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;

Retail displacement - After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

Historic building demolition - No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

**VILLAGE OF BROOKFIELD
8 CORNERS REDEVELOPMENT PROJECT
ESTIMATED PROJECT COSTS**

<u>Redevelopment Cost Items</u>	<u>Estimated Costs^(A)</u>
1. Land Acquisition and Assembly Costs (including relocation costs)	\$1,000,000
2. Utility Improvements (including, but not limited to, water, storm, sanitary sewer, traffic management, and roadway and streetscape improvements)	\$1,500,000
3. Site Preparation and Demolition, including Environmental Remediation	\$1,000,000
4. Rehabilitation of Structures	\$3,000,000
5. Interest Costs Pursuant to the Act	\$500,000
6. Public Improvements, including Parking	\$500,000
7. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$250,000
8. School Tuition Costs (as provided for by the TIF Act)	\$750,000
9. Job Training	\$500,000
TOTAL ESTIMATED PROJECT COSTS	<u>\$9,000,000</u>

^(A) All project cost estimates are in year 2016 dollars. In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of any obligations as well as to provide for capitalized interest, reasonably required reserves, and annual interest costs. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the total amount of payment for Estimated Project Costs shall not exceed the amount set forth above, as adjusted pursuant to the Act. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.

F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Statute

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations, if any, and to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project. The Village may utilize incremental revenues from contiguous TIFs to pay for redevelopment costs within the 8 Corners TIF District and conversely transfer revenues from the 8 Corners TIF to contiguous TIFs, as provided for in the TIF Act.

“Redevelopment Project Costs” specifically contemplate those eligible costs set forth in the Act. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The tax increment revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2015 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

G. Nature and Term of Obligations to be Issued

The Village may issue obligations secured by the tax increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the Village pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving the Redevelopment Project Area. The actual date for such retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year, occurring after adoption of the Ordinance which establishes the RPA. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the Village may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (EAV) for tax year 2014 of the property within the RPA is approximately \$7,817,034 for the RPA. The Boundary Map, Exhibit 2, shows the location of the RPA.

I. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately \$15,000,000 to \$16,000,000.

VIII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding.

Particular redevelopment projects will begin as soon as the specific private entities have obtained financing approvals for appropriate projects and such uses are conformant with Village zoning and planning requirements. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site.

Demolition, Site Preparation and Relocation: Existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition and site preparation activities may be necessary for future projects.

Rehabilitation: The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention facilities may also be undertaken by the Village.

Roadway/Street/Parking Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the Village. Certain secondary streets/roads may be extended or constructed. Related sidewalk, curb, gutter, and paving improvements could also be constructed as needed.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage and streetlights may be constructed or implemented.

Interest Rate Write Down: The Village may fund a portion of interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself for eligible administrative costs pursuant to the Act.

School Tuition: The Village will fund school tuition as provided for by the TIF Act.

Job Training: Certain job training costs or programs as provided for in the Act may be funded as part of redevelopment activities.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the Village and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs

This Redevelopment Plan and Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the year of adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the RPA is adopted.

IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

EXHIBIT 1

BOUNDARY MAP

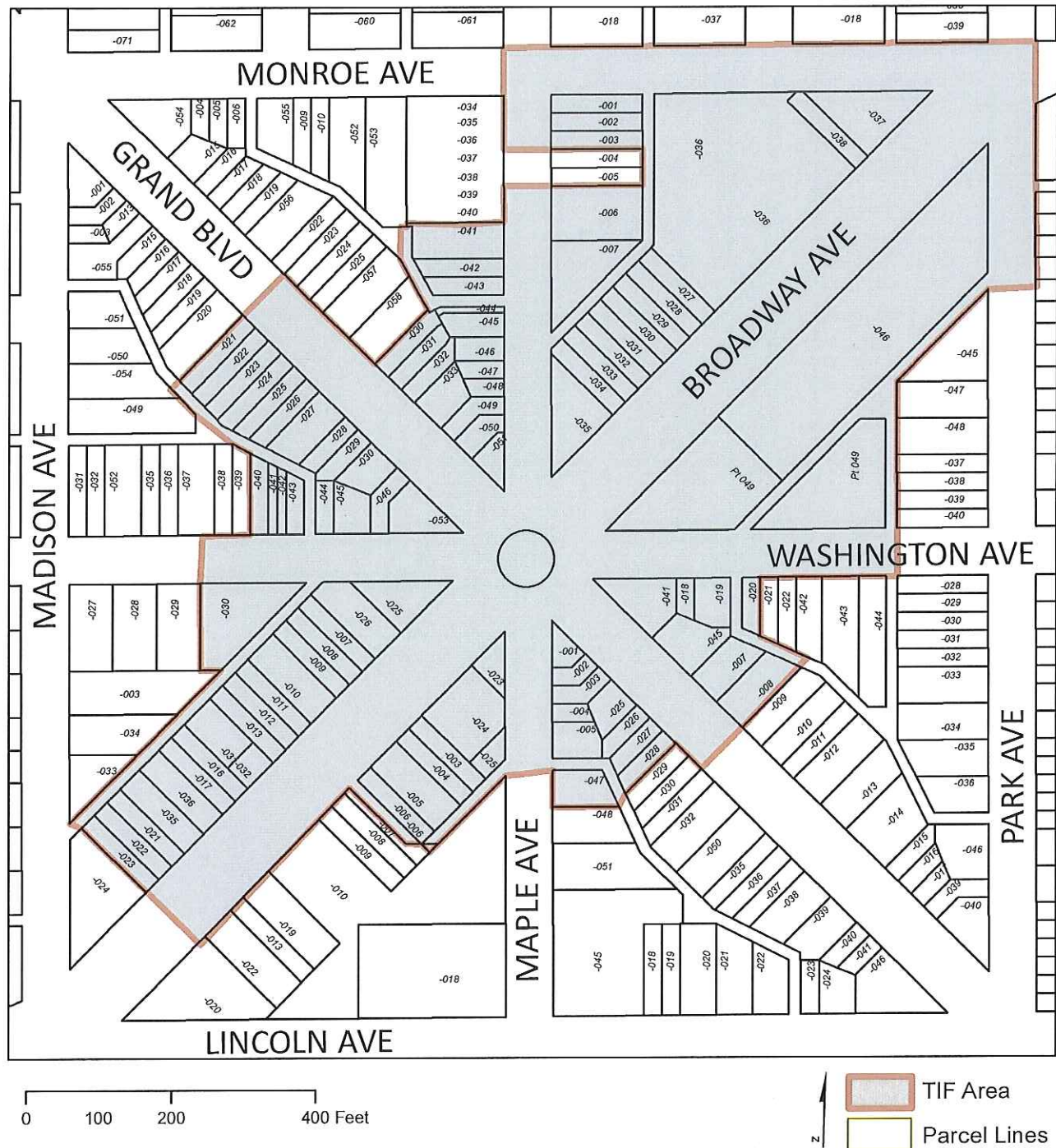


EXHIBIT 2
LEGAL DESCRIPTION

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF

LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH

THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY

RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT 3

TIF ELIGIBILITY REPORT

**VILLAGE OF BROOKFIELD, ILLINOIS
ELIGIBILITY REPORT
8 CORNERS TIF DISTRICT**

A study to determine whether all or a portion of an area located in the Village of Brookfield qualifies as a “conservation area” as set forth in the definition in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.

Jointly Prepared by:

Village of Brookfield, Illinois

and

Kane, McKenna and Associates, Inc.

May 2016

**VILLAGE OF BROOKFIELD, ILLINOIS
ELIGIBILITY REPORT
EIGHT CORNERS TAX INCREMENT FINANCE DISTRICT**

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Appendix A: Tax Parcels for RPA
Appendix B: Boundary Map of RPA

EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village of Brookfield (the "Village") to conduct an analysis of the qualification of a certain area for the establishment of the Eight Corners Tax Increment Finance (TIF) District. The Village is pursuing the creation of the Eight Corners TIF District to promote the revitalization of under-utilized properties located within the Village and the overall improvement of the Eight Corners area.

In the context of planning for the establishment of the Eight Corners Tax Increment Financing District (the "TIF District," the "TIF," "Redevelopment Project Area," or "RPA"), the Village has initiated the study of parcels within the Eight Corners area to determine whether they qualify separately or in aggregate under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended (the "TIF Act" or "Act") for inclusion in the creation of the TIF District. KMA agreed to undertake the study of the RPA together with the Village staff.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the potential qualification of the RPA:

- 1) *The area qualifies as a "conservation area"* – The RPA qualifies as a "conservation area" as defined under the TIF Act. The area in aggregate is in danger of declining toward a blighted condition due to factors identified in this report which the area generally suffers from. These conditions prevent or threaten healthy economic and physical development of the area. The TIF Act states that an area may only qualify as a "conservation area" if 50% or more of the structures are 35 years or older. 45 of the 56 structures or 80% are over 35 years of age, and certain statutory factors pertaining to a conservation area are present. Thus the RPA meets the statutory criteria for consideration as a "conservation area."
- 2) *The current conditions impede redevelopment* – The existence of certain conditions found within the RPA present a barrier to the area's successful redevelopment. The current conditions in the RPA are impediments to redevelopment, creating an environment where it is reasonable to assume redevelopment would not take place "but for" the use of the TIF Act. The factors present negatively impact coordinated and substantial private sector investment in the overall area. Without the use of Village planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.
- 3) *Viable redevelopment sites could produce incremental revenue* – Within the RPA, there are several parcels which potentially could be redeveloped and thereby produce incremental property tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the RPA.

4) *TIF designation is recommended* – To mitigate “conservation area” conditions, promote private sector investment, and foster the economic viability of the RPA, KMA recommends that the Village proceed with the formal TIF designation process for the entire area.

There are approximately 23 residential units in the proposed RPA; however the Village will certify that it will not dislocate 10 or more residential units. Therefore, a housing impact study pursuant to the TIF Act will not be conducted by the Village.

I. INTRODUCTION AND BACKGROUND

The Village of Brookfield is located approximately 13 miles west of downtown Chicago in Cook County, Illinois. Brookfield is an established inner-ring suburb of Chicago of approximately 3.1 square miles. The Village has convenient access to and from the City of Chicago, and is home to three Metra stations along the Burlington Northern/Santa Fe railway, which provides service to the City of Chicago (east), City of Naperville (west), and City of Aurora (west).

The RPA is located in the central portion of the Village of Brookfield, in an area that has a diverse mix of commercial, retail, residential, and office uses, many of which uses can be classified as “neighborhood commercial”. The Eight Corners intersection is comprised of Grand Boulevard, Maple Avenue, Broadway Avenue, and Washington Avenue, which meet at an intersection that includes a landscaped roundabout. The roundabout plays an important role in creating an active economic corridor by providing a welcoming aesthetic feature and provides for slower vehicle speeds as they pass through the area. The Eight Corners Area has higher traffic counts than other local areas as a result of Maple Avenue connecting Brookfield to both its northern neighbors and the Eisenhower Expressway (I-290).

In the surrounding area, the most common housing type is single-family homes, and the concentration of residences in the immediate area surrounding the Eight Corners intersection make it a popular area for shopping. The majority of the commercial buildings in the Project Area are predominantly older one-story buildings with large storefront windows and are built up to the street. The RPA is generally bounded by Monroe Avenue to the north, Madison Avenue to the east, Lincoln Avenue to the south, and Park Avenue the west. The RPA consists of approximately 97 tax parcels. Please see Appendix A for a list of the proposed parcels for inclusion in the TIF District.

The Area is a significant contributor to the Village’s tax base, and the economic success and viability of the commercial areas remains a top priority for the Village. The area was identified in the Village of *Brookfield 2020 Master Plan* (2004) as a key focus area and one primed for potential growth. The RPA is identified in the *Eight Corners Subarea* (2004) section of the *2020 Comprehensive Plan* as an area that could be subject to redevelopment in the near future.

Objectives - The Village’s has several economic development objectives which would be fulfilled by the establishment of a TIF District.

Table 1

Redevelopment Objectives
<ul style="list-style-type: none"> • Promote a healthy and mutually reinforcing mix of commercial, retail, restaurant, entertainment, and multi-family uses within the Eight Corners Area • Prioritize appropriate redevelopment that enhances the pedestrian scale and “small town” charm of the Village Center, particularly to the Eight Corners Area • Enhance the economic viability and productivity of the Village’s arterial street corridors as primary commercial activity areas

Source: Village of Brookfield 2020 Master Plan (2004)

Given the Village's objectives as well as the conditions described in this report, the Village has made a determination that it is highly desirable to promote the redevelopment of the under-utilized areas of the proposed RPA. Without an implementation plan for redevelopment, Village officials believe adverse conditions will worsen. The Village intends to create and implement such a plan in order to restore, stabilize, and increase the economic base associated with the RPA, which will not only benefit the community as a whole but also generate additional tax revenues to support municipal services.

Determination of the “But For” - The Village has determined that planned redevelopment for the RPA is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan and redevelopment agreements are intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA and to improve the tax base and job creation within the Village.

TIF Mechanism - The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values that would otherwise decline without such investment. By doing so, it would result in increased property taxes compared to the previous land use (and/or absence of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

Current Land Use - Land uses include residential, commercial, and mixed-uses. The area is predominantly zoned for residential and commercial uses. Despite its advantageous location, zoning, and historical success as an area of economic activity, certain parcels in the area are underutilized and face challenges due to changing spatial needs for development and changing standards for mixed-use, commercial and residential uses. The creation of a TIF District in this area would provide the Village with the opportunity of bringing new development to an area that has become underutilized and has exhibited several impediments to redevelopment, including age.

The RPA suffers from a variety of economic development impediments identified in the TIF Act. Specifically, it experiences lagging or declining equalized assessed valuations (EAV), lack of community planning, deleterious land use or layout, obsolescence, deterioration, and inadequate utilities. Section V of this report identifies other impediments to redevelopment.

General Scope and Methodology - KMA formally began its analysis by conducting a series of meetings and discussions with Village staff starting in July 2015 and continuing up to the date of this report's issuance. The purpose of the meetings was to establish boundaries for initial analysis and to gather data related to the qualification criteria for parcels included in the RPA. These meetings were complemented by a series of field surveys for the entire area to evaluate the condition of the proposed TIF. KMA made numerous site visits to the area to examine the parcels and the conditions. KMA also utilized the *Village of Brookfield 2020 Master Plan* (2004) in addition to other Village reports.

For the purpose of the study, properties within the RPA were examined in the context of the TIF Act governing improved areas (separate provisions of the Act address non-improved or vacant areas). The qualification factors discussed in this report qualify the area as a "conservation area," as the term is defined pursuant to the TIF Act.

During the course of its work, KMA reported to, and was assisted by, key Village staff its findings regarding TIF qualification and feasibility prospects for the area. Based on these findings the Village (a) made refinements to the RPA boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the RPA.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA

With the active assistance of Village staff, Kane, McKenna and Associates, Inc. assessed the RPA to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a RPA/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

“An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Under the Act, “conservation area” means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

TIF Qualification Factors for a “Conservation Area”- In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the RPA would qualify as a “conservation area.” First, KMA analyzed the threshold factor of age to determine if 50% or more of structures were 35 years of age or older.

If a proposed “conservation area” meets the age threshold, then the following factors are examined to determine TIF qualification:

If a “*conservation area*,” industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of three or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses are considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning: The proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lagging or Declining EAV: The total equalized assessed value (EAV) of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

III. THE REDEVELOPMENT PROJECT AREA

The RPA contains approximately 97 tax parcels located within the boundaries of the planned project area. The Area consists primarily of multi-family residential homes, mixed-use and commercial/retail uses throughout. There are a limited number of single-family homes in the Project Area as well.

The RPA contains improved land designated primarily for residential and commercial purposes. The area's potential for redevelopment is challenged due to the fact that certain structures are older and prohibitive/unsuitable land-use layouts. The coordination of traffic improvements, parking, mixed uses, and infrastructure provision also requires Village participation. As a result, the Village is (a) actively working to identify underperforming and underutilized parcels and sites and (b) coordinating with property owners/developers to promote their redevelopment, encouraging parcel assembly where appropriate in order to provide larger development opportunities.

In the 2004 Master Plan, the Village identifies economic development as a top priority and Tax Increment Financing as a possible tool for encouraging redevelopment. The Comprehensive Plan also identifies sections of the RPA as important investment areas for the Village's future growth and redevelopment. The RPA is included in what was identified as the *Eight Corners Subarea* in the Village's planning document (*Brookfield 2020 Master Plan*), and plays an integral role in meeting the Village's Economic Development objectives.

IV. METHODOLOGY OF EVALUATION

The RPA was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. KMA collected data from the Village and Cook County which was used to determine relevance and severity of conditions compared against the statutory factors. Land and buildings within the RPA were examined to determine the applicability of the 13 different factors for qualification for TIF designation under the Act. The following steps were undertaken in this process:

- 1) Site visits to the RPA were undertaken by representatives from the Village and KMA. Such visits required the area to be walked multiple times by the same team while taking notes, filling out site surveys and taking photographs. The purpose of these site visits included parcel counts, address matches, current land uses, building conditions, lot conditions, and traffic flow. KMA documented the area's conditions through site surveys, notes and photography. Site surveys were completed for each parcel within the RPA.
- 2) To determine if the area qualified as a "conservation area" the age of the buildings were ascertained by matching site surveys to Cook County tax and building records.
- 3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions relevant to the qualifying factors on the site surveys.
- 4) KMA reviewed the 2009-2014 tax information from Cook County, parcel tax maps, site data, local history (discussions with Village staff) for an evaluation of area-wide factors that have affected the area's development to determine the presence of qualifying factors.
- 5) KMA performed EAV trend analysis to ascertain whether EAV growth in the RPA underperformed relative to EAV growth in the balance of the Village and the Consumer Price Index-All Urban Consumers.

V. QUALIFICATION FINDINGS FOR RPA

Based upon KMA's evaluation of parcels in the RPA and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the RPA as a "conservation area." These factors are summarized in Table 2 below. These factors are found to be clearly present and reasonably distributed throughout the RPA, as required under the Act.

Table 2
Summary of Conservation Area Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in RPA
13	3	6 <ul style="list-style-type: none">• Lagging or Declining EAV• Obsolescence• Lack of Community Planning• Deterioration• Deleterious Land Use or Layout• Inadequate Utilities

Note: In addition to 6 qualifying factors above, the RPA meets the statutory age threshold that 50% or more of the structures are 35 years or older.

CONSERVATION AREA FACTORS

Finding as a "Conservation Area"- The RPA is found to qualify as a "conservation area" under the statutory criteria set forth in the TIF Act. As indicated in Section II, KMA performed an area-wide assessment, finding that 50% or more of structures within the "conservation area" were over 35 years of age. Based upon Cook County Assessor and site survey data, 45 of 56 structures or 80% were over 35 years in age, please see **Table 3** below.

Table 3
Conservation Area Structures

Conservation Area Findings	
Total Number of Structures in RPA	56
Total Number of Structures 35 years+	45
Percentage of Structures 35 years+	80%

THRESHOLD FACTOR

Age

Based upon KMA site surveys, Village and Cook County data, approximately eighty percent (80%) of the structures were found to be thirty-five (35) years of age or greater.

OTHER CONSERVATION AREA FACTORS (MUST INCLUDE THREE OR MORE ADDITIONAL FACTORS)

- 1) Lagging or Declining EAV: This factor is present when one of three conditions is present: (1) If the total equalized assessed value (EAV) of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated; or (2) is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years; or (3) is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated. The RPA need only meet one of these measurements to qualify. Please see **Table 3** on below for further detail.

The RPA's **EAV has declined for five (5) of the last five (5) years**, and has increased at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, The RPA's EAV also lagged behind the CPI-U (Consumer Price Index-All Urban Consumers) for five (5) of the last five (5) five years. Just one of these quantitative measurements would qualify for this category under the TIF Act but the RPA's qualification under all three categories highlights its particular challenge in maintaining growth since 2009.

Table 4: Village EAV Trends

	2014	2013	2012	2011	2010	2009
Total Area EAV	7,817,034	7,905,457	8,276,151	9,165,152	10,803,665	11,488,621
EAV % Change	-1.12%	-4.48%	-9.70%	-15.17%	-5.96%	
Total Village EAV	340,065,226	360,599,223	382,214,818	416,941,325	485,312,370	473,006,330
Balance of Village EAV	332,248,192	352,693,766	373,938,667	407,776,173	474,508,705	461,517,709
EAV % Change	-5.80%	-5.68%	-8.30%	-14.06%	2.81%	
CPI	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

- 2) Obsolescence: The Act states that obsolescence is the condition or process of falling into disuse or structures that have become ill-suited for their original use. The area exhibits both economic and functional obsolescence. The RPA exhibits area-wide obsolescence in terms of insufficient investment and redevelopment for attracting new tenants.

The onset of obsolescence can be measured through qualitative and quantitative means. Building age, EAV, deterioration in buildings and lots, traffic flows, infrastructure and vacancy rates can signify obsolescence as proxies. By these measures the RPA is exhibiting obsolescence. In general the RPA has seen a substantial loss in value in the last five years and between tax years 2014 and 2009, the area wide valuation fell 32%. In the previous findings, the RPA's advanced building age and lagging EAV issues have all been identified.

From a qualitative standpoint the Village has identified through its planning documents the limitations to the RPA which are associated with obsolescence. The *Brookfield 2020 Master Plan* describes the presence of obsolescence in the Eight Corners area by suggesting *"Despite the unique street configurations and the variety of commercial services, many of the pedestrian pathways are unrewarding and the area appears inactive, especially at night"*. Additionally, due to the original design of several avenues within the RPA, there exist significant ingress/egress issues with pedestrian and commercial vehicles alike. As mentioned earlier, there exists parking in the median along Broadway Avenue throughout the study Area, which inhibits steady traffic flow and places pedestrians in shared pathways with traffic (i.e., there is not a clear spatial delineation on Broadway between right-of-way used for parking along the center/median and right-of-way used for transit).

Additionally, many of the structures exhibit design features or components that are either outdated in relation to market conditions or non-conforming with aspects of original area use. As a result, The *Brookfield 2020 Master Plan* states that "several of the buildings within the area have undergone renovations that diminished their original character and traditional design elements", further contributing to a lack of conformity among buildings and uses, and detracting from the area's consumer appeal (e.g., buildings retrofitted for new uses that replaced the original outmoded use for the building). Other signage, façade and exterior treatments, and site improvements in many cases are "dated" and appear outmoded in relation to newer properties. (It should be noted that these findings in the *2020 Master Plan* identified 11 years ago are still present.) Deterioration of site improvements or building components also contributes to the outmoded or "tired" appearance of many structures and facilities.

Overall, the physical restrictions of the outdated buildings, the traffic flow limitations and presence of older buildings have resulted in fewer opportunities for area industrial/retailer/commercial establishments to remain competitive in comparison to alternative locations. This puts pressure on the remaining tenants to seek opportunities elsewhere. As a result, these functional and economic factors in aggregate establish a case for the qualification of the area for the obsolescence factor.

- 3) Lack of Community Planning: The Act states that if the proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan the factor is present. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning. The first municipal plan governing land use - the zoning ordinance - was adopted in 1964, and the de facto comprehensive plan (the *2020 Master Plan*) was adopted in 2004. By contrast, the majority of the RPA was already developed by the time modern land use planning processes were put into effect. In the RPA, 37 of the 56 buildings or 66% were built before 1964. Refer to **Table 5** below for further detail.

Table 5 – Structure Age

Existing Structures Pre-Comp Plan	
Total Number of Buildings in RPA	56
Total Number of buildings which pre-date 1964 Zoning Ordinance	37
Percentage of Buildings pre-date Comp Plan	66%

In addition to the historical land use inadequacies, there are certain impediments to future redevelopment. In particular, parcels are of inadequate shape and size to meet contemporary development standards. For example, attracting modern retailers would necessitate the assembly of parcels to create a larger “footprint” for redevelopment, greater depth, and the requisite space for the efficient, safe routing of vehicular traffic. This would be consistent with one of the Village’s *2020 Master Plan* strategies, which specifies that the municipality should “*encourage parcels assembly within redevelopment areas to facilitate larger-scale commercial development*” and provides several corresponding schematic designs for carrying out the strategy. (It is useful to compare the smaller, inadequately sized parcels in the 8 Corners area with the three newly constructed buildings on Ogden Avenue that follow the principals laid out in the *2020 Master Plan*; these uses include Dunkin Donuts, Sherwin Williams and Advance Auto.) Collectively, these indicators all reinforce the fact that the area was developed without benefit of a modern, comprehensive community plan.

There also exist safety concerns regarding the inadequate and adverse street layout of the central roundabout at the Eight Corners intersection. The *Brookfield 2020 Master Plan* details that *"if a pedestrian were to use the crosswalks along the perimeter of the circular intersection, his or her journey would almost entirely be in pathways shared with vehicles"*. As a result, there lacks coordinated pedestrian circulation, which further exacerbates traffic issues previously identified in the area.

Village of Brookfield Police Department have verified that the roundabout intersection has witnessed an unusually high frequency of accidents in recent years, with over 32 accidents occurring at the intersections since 2011. Located within the immediate walking distance of the Eight Corners intersection is a local middle school, which at times, discharges high volumes of students into area, causing additional traffic and safety concerns for pedestrians and vehicles alike.

Additional concerns include an area-wide lack of buffering between residential and commercial areas within the RPA. Lack of buffering between uses is particularly apparent on the 3400 block of Maple Avenue and the 3500 block of Grand/Maple, where there are several commercial uses neighboring single-family residential uses.

Although these factors are present, this is not to say that improvements did not take place over the years, but that they were implemented without the guidance of an updated and modern master plan directed toward long-term benefit for the RPA. A lack of such efforts has contributed to the evolution of factors currently present within the RPA. Such deficiencies reflect the historical piece-meal, uncoordinated development that occurred within the proposed Project Area, and further support the area qualifying under the factor regarding Lack of Community Planning.

- 4) Deterioration: The Act defines deterioration as the physical decline of surface improvements, primary building components, and secondary buildings components such as doors, windows, porches or gutters. With respect to surface improvements, deterioration is determined by the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas (including but not limited to surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces).

In the RPA, deterioration was observed throughout many of the parcels and structures, primarily among surface improvements. Parking lots adjacent to both vacant and occupied structures have widespread cracking as well as potholes and depressions. Because parking lots constitute a large percentage of overall land use in the RPA, the poorly maintained lots have a negative aesthetic impact on the area.

There are several vacant buildings throughout the RPA that evidence significant structural deterioration. As a primary example, the previous Brookfield Bowl and Lounge building on the 3400 block of Maple Avenue has remained vacant for several years and has (as one of the largest buildings in the 8 Corners TIF District) a negative impact on the area's physical aesthetics. KMA site visits documented severe interior and structural deterioration along with deterioration of surface improvements. Without the use of Tax Increment Financing, the ability to yield redevelopment and investment in properties of this nature is greatly diminished and/or unrealistic.

Deterioration is present in the secondary building components as well. This can be evidenced in the deterioration of doors, windows, gutters, and fasciae. Furthermore, some buildings exhibit deterioration in the brickwork and have exhibited the need for new tuck-pointing. Secondary evidence of deterioration was observed throughout several residential and commercial areas in the RPA. Secondary deterioration, particularly in commercial properties diminishes the attractiveness of storefronts and retail areas, which when coupled with unrewarding pedestrian pathways, reflects an unattractive commercial environment for pedestrians and consumers.

- 5) Deleterious Land Use or Layout: The act states that deleterious land use and layout occurs with the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses are considered to be noxious, offensive or unsuitable for the surrounding area.

The RPA suffers from a number of issues which in aggregate create its land use and layout deficiencies.

Incompatible Land Use Relationships

The Eight Corners Area presents several instances of incompatible land use relationships that qualify the Deleterious Land Use or Layout factor to be present within the RPA. In particular, the 3400 block of Maple Avenue is comprised of several non-complementary uses: multi-family, vacant commercial, enclosed storage, a gas station, and retail commercial uses. Additionally, on the opposite side of Maple Avenue for the same block, there exist commercial, single-family, and multi-family land uses, along with instances of single-family uses being converted into commercial uses. Such a land use layout is not consistent with conventional planning standards, locates high-intensity uses with low-intensity uses, and overall creates a pervasive "disharmony" of uses within the area. These incompatibilities are further exacerbated by an area-wide lack of buffering or transitional space between competing land uses. Such inconsistent and piecemeal land uses creates undesirable parcel assembly for future development opportunities.

Conflicting Modes of Transportation –Unsuitable/Inappropriate Uses

As a result of historical land use inadequacies throughout the RPA, there exist issues with pedestrian safety and conflicting modes of transportation. Often, pedestrians and automobiles are in direct conflict and neither have a clearly designated path to their destinations. According to Village documents, many pathways in Project Area are designated as “unrewarding,” which presents an unwelcoming environment for pedestrians and discourages patrons and activity in the commercial area. For example, the First National Bank building on Broadway and Washington Ave, was not designed for a pedestrian oriented area, but was designed as single use building with minimal setback and little transparency.

Furthermore, the “layout” of a rotary or traffic circle located at the center of the TIF District itself exacerbates transportation issues. In part, this is due to the fact that (a) rotaries are nearly non-existent in greater Chicago (so drivers are not accustomed to using them), (b) four roads rather than two roads converge at the circle, and (c) the limited traffic configuration of the site. The current rotary layout lacks wide lanes, ample signage, and a clear configuration or path for the motorist to travel, all of which are necessary in more modern and contemporary traffic circle design.

- 6) Inadequate Utilities: This factor is present if underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electric services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

After consultation with Village Staff regarding the proposed Project Area qualification, Edwin Hancock Engineering Co. was asked by the Village to evaluate the current state of existing utilities throughout the proposed Area. The September 2015 report detailed several areas of concern, and are listed as follows:

Combined Sewer System

The majority of Project Area is serviced by existing combined sewers, which typically consist of clay pipes ranging in size from four (4”) to twelve (12”) inches in diameter and were the original combined sewers installed when the area was developed. The combined sewer system currently lacks the capacity to transport most rain events and this inadequacy often results in basement and on-street flooding. Additionally, the sewers are over 75 years old and are reaching the end of their useful life. Such issues reflect the insufficient capacity of the existing sewer system to serve the uses in the Project Area, as determined by independent engineering reports.

Water System

The existing water main system within the CBD area consists of cast iron pipes ranging in size from twelve (12") to twenty-four (24") inches in diameter and were the original water mains installed when the area was developed. The water mains are over 75 years old and are reaching the end of their useful life. Depending on the types and sizes of future developments in this area, some of the 4" and 6" water mains may need replacement in order to provide adequate fire flow to the new developments.

Stormwater Management Facilities

The properties included in the proposed Project area were developed prior to the establishment of stormwater management regulations and as a result, do not include stormwater management facilities. This conflicts with current Village and Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements and is therefore evidenced as currently lacking within the proposed Project Area. Further, stormwater management facilities will be required for all commercial property improvements and developments that exceed 1,500 square feet of improvement.

The aforementioned inadequacies relating to public utilities provide further evidence to confirm that the area is ill-suited to support existing and future development.

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the RPA.

1. The area is contiguous and is greater than 1½ acres in size;
2. The proposed RPA will qualify as a "conservation area." Further, the conservation area factors found in the RPA are present to a meaningful extent and are distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area would substantially benefit by the proposed redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including incremental property tax revenue.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the RPA.

APPENDIX A
Tax Parcels for RPA

Brookfield- Eight Corners TIF
PIN List

	PIN
1	15-34-130-021-0000
2	15-34-130-022-0000
3	15-34-130-023-0000
4	15-34-130-024-0000
5	15-34-130-025-0000
6	15-34-130-026-0000
7	15-34-130-027-0000
8	15-34-130-028-0000
9	15-34-130-029-0000
10	15-34-130-030-0000
11	15-34-130-044-0000
12	15-34-130-045-0000
13	15-34-130-046-0000
14	15-34-130-053-0000
15	15-34-131-030-0000
16	15-34-131-031-0000
17	15-34-131-032-0000
18	15-34-131-033-0000
19	15-34-131-046-0000
20	15-34-131-047-0000
21	15-34-131-048-0000
22	15-34-131-049-0000
23	15-34-131-042-0000
24	15-34-131-043-0000
25	15-34-131-044-0000
26	15-34-131-045-0000
27	15-34-131-050-0000
28	15-34-131-051-0000
29	15-34-221-001-0000
30	15-34-221-002-0000
31	15-34-221-003-0000
32	15-34-221-006-0000
33	15-34-221-007-0000
34	15-34-221-027-0000
35	15-34-221-028-0000
36	15-34-221-029-0000
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59	15-34-306-023-0000
60	15-34-306-025-0000
61	15-34-306-026-0000
62	15-34-306-030-0000
63	15-34-306-031-0000
64	15-34-306-032-0000
65	15-34-306-035-0000
66	15-34-306-036-0000
67	15-34-307-003-0000
68	15-34-307-004-0000
69	15-34-307-005-0000
70	15-34-307-006-0000
71	15-34-307-023-0000
72	15-34-307-024-0000*
73	15-34-307-025-0000
74	15-34-307-028-1001*
75	15-34-307-028-1002*
76	15-34-307-028-1003*
77	15-34-307-028-1004*
78	15-34-400-007-0000
79	15-34-400-008-0000
80	15-34-400-009-0000
81	15-34-400-018-0000
82	15-34-400-019-0000
83	15-34-400-041-0000
84	15-34-400-045-0000
85	15-34-407-001-0000
86	15-34-407-002-0000
87	15-34-407-003-0000
88	15-34-407-004-0000
89	15-34-407-005-0000
90	15-34-407-025-0000
91	15-34-407-028-0000
92	15-34-407-027-0000
93	15-34-407-028-0000
94	15-34-407-029-0000
95	15-34-407-047-0000
96	15-34-407-048-0000

APPENDIX B
Boundary Map of RPA



Eight Corners TIF District Brookfield, IL

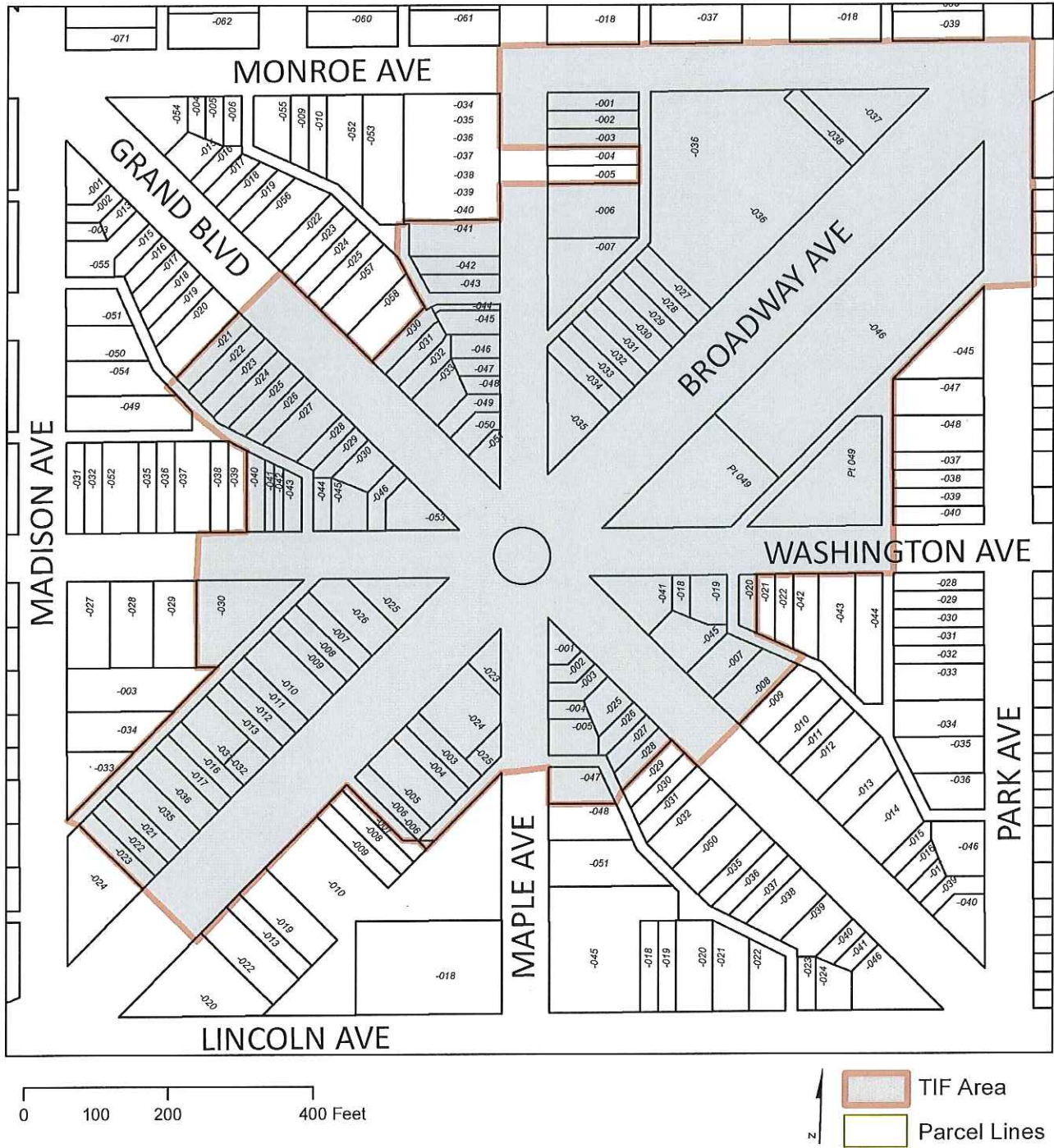


EXHIBIT 4

EXISTING LAND USE MAP



Eight Corners TIF District Brookfield, IL Existing Land Uses

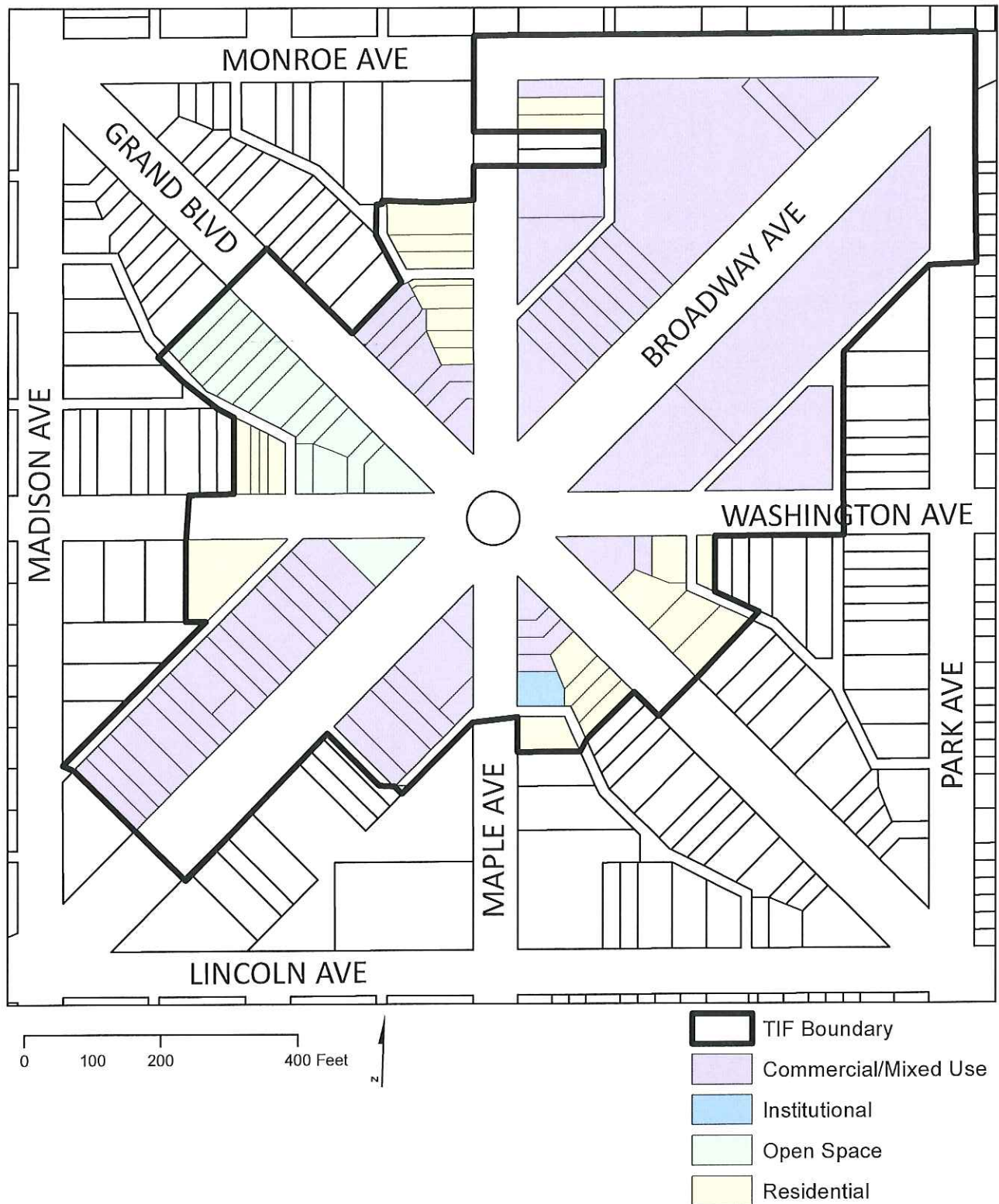
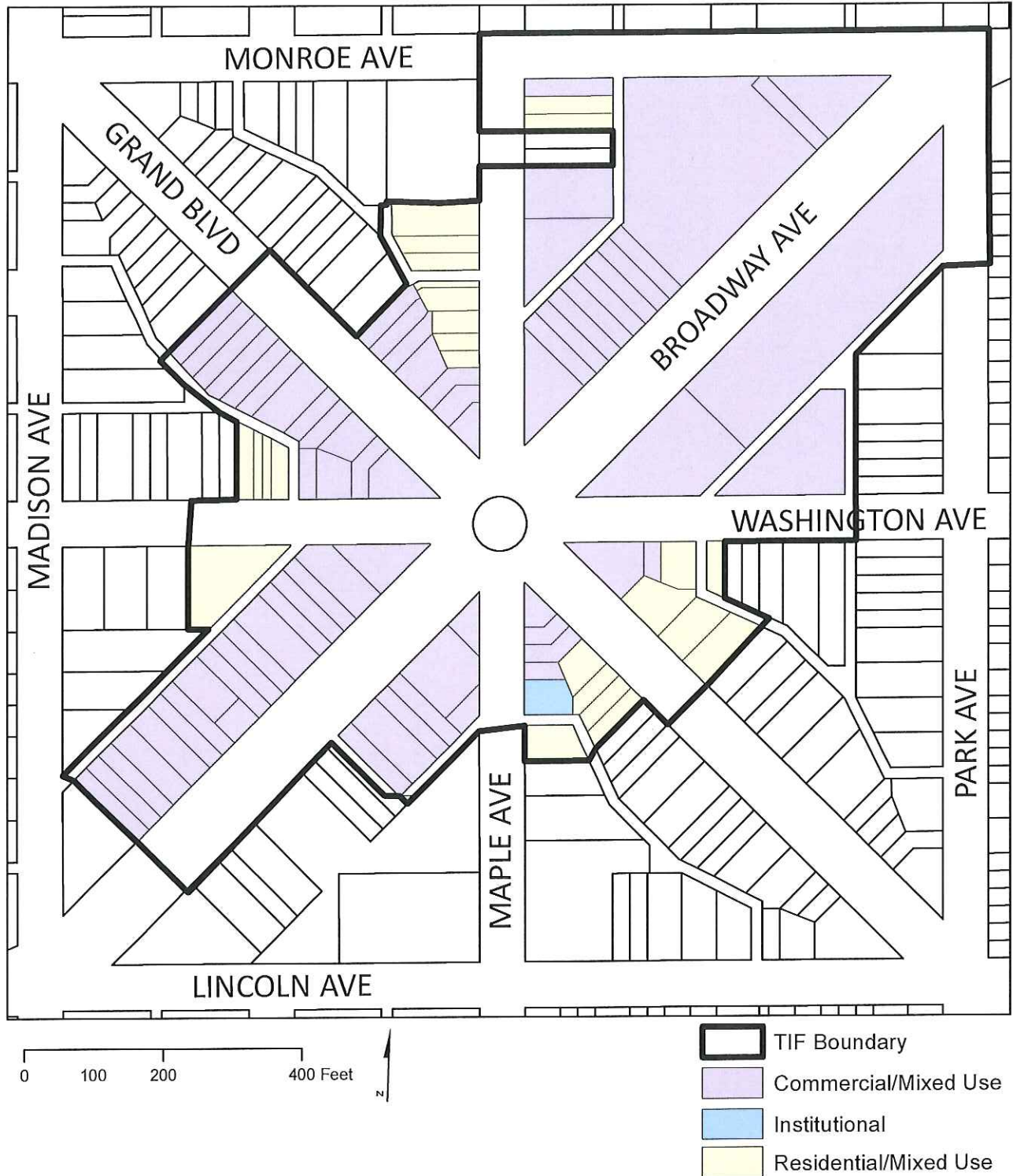


EXHIBIT 5
PROPOSED LAND USE MAP



Eight Corners TIF District Brookfield, IL Proposed Land Uses



ORDINANCE NO. 2016 -

**AN ORDINANCE PROPOSING A REDEVELOPMENT
PLAN AND PROJECT FOR, AND THE DESIGNATION OF, THE
EIGHT CORNERS TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA AND THE ADOPTION
OF TAX INCREMENT ALLOCATION FINANCING THEREFOR,
CONVENING A JOINT REVIEW BOARD AND
CALLING A PUBLIC HEARING IN CONNECTION THEREWITH**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE, 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois
the 27th day of June, 2016.

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WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, supplemented and amended ("Act"), the Village of Brookfield, Cook County, Illinois, ("Village") is authorized to approve a redevelopment plan for and to designate redevelopment project area and adopt tax increment allocation financing therefor; and

WHEREAS, the President and Board of Trustees ("Corporate Authorities") have heretofore caused a study to be conducted to determine the conditions in that part of the Village legally described as set forth on Exhibit A hereto and generally described as parcels located in the vicinity of the Eight Corners shopping district, between Monroe Avenue (to the north), Lincoln Avenue (to the south), Madison Avenue (to the west) and Park Avenue (to the east), ; and

WHEREAS, the Corporate Authorities have determined that said territory would qualify as a "Redevelopment Project Area" as defined in the Act and that said territory on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan and the use of tax increment allocation financing as provided in the Act; and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined

that it is advisable that the Village afford itself of the provisions of the Act and by ordinance approve a redevelopment plan ("Redevelopment Plan") and a redevelopment project ("Project") and designate said territory as legally described in Exhibit A as a redevelopment project area to be known as the "Eight Corners Tax Increment Financing Redevelopment Project Area" ("Redevelopment Project Area"), and also that the Village by ordinance adopt tax increment allocation financing in order to pay all or a portion of the eligible redevelopment project costs for the Project in the Redevelopment Project Area, as provided in the Act; and

WHEREAS, the Act requires the Village to conduct a public hearing prior to the adoption of ordinances approving the Redevelopment Plan and Project, designating the Redevelopment Project Area, and adopting tax increment allocation financing, at which hearing any interested person or affected taxing district may file with the Village Clerk written objections to and may be heard orally with respect to the proposed approval of the Redevelopment Plan and Project, designation of the Redevelopment Project Area, and adoption of a tax increment allocation financing therefor; and

WHEREAS, the Act further requires that prior to holding a public hearing, the Village shall convene a joint review board consisting of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; park district; library district; township; fire protection district; and county that will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area at the time that the proposed Redevelopment Project Area is approved, a representative selected by the Village, and a public member selected in accordance with the Act, to review the public record, planning documents and

proposed ordinances approving the proposed Redevelopment Plan and Project; and

WHEREAS, the TIF Act further requires that the time and place of such public hearing be fixed by ordinance or resolution adopted by the Corporate Authorities; and

WHEREAS, the TIF Act further requires that not less than ten (10) days prior to adopting such ordinance or resolution fixing the time and place of a public hearing, the Village must make available for public inspection a redevelopment plan or a separate report that provides in reasonable detail the basis for the proposed Redevelopment Project Area's qualifying as a "redevelopment project area" under the Act; and

WHEREAS, the firm of Kane, McKenna & Associates, Inc., has conducted an eligibility survey of the proposed Redevelopment Project Area and has prepared its report (the "Eligibility Report") that said proposed area qualifies as a "redevelopment project area" as defined in the TIF Act, which survey and findings have been presented to the Corporate Authorities and are now on file in the official files and records of the Village; and

WHEREAS, the Redevelopment Plan and Project has heretofore been on file and available for public inspection for at least ten (10) days in the offices of the Village Clerk as required under the TIF Act; and

WHEREAS, the Act requires that notice of the public hearing be given by publication and mailing; and

WHEREAS, the Act requires that the Village shall provide notice of the availability of the Redevelopment Plan and Eligibility Report, including how to obtain such information, by mail within a reasonable time after the adoption of this Ordinance, to all residential addresses that, after a good faith effort, the Village determines are located within 750 feet of the boundaries of the proposed Redevelopment Project Area; and

WHEREAS, implementation of the Redevelopment Plan will not result in the displacement of residents from 10 or more inhabited residential units and the Redevelopment Project Area does not include 75 or more inhabited residential units.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. That the foregoing recital clauses to this Ordinance are adopted as findings of the Corporate Authorities of the Village of Brookfield and are incorporated herein by specific reference.

Section 2. The approval of the Redevelopment Plan and Project, the designation of the Redevelopment Project Area, and the adoption of tax increment allocation financing therefore are hereby proposed.

Section 3. A public hearing shall be held by the President and Board of Trustees of the Village of Brookfield, at 6:00 p.m. on the 12th day of September, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, for the purpose of hearing from any interested persons or affected taxing districts regarding the proposed approval of the Redevelopment Plan and Project, designation of the Redevelopment Project Area, and adoption of tax increment allocation financing therefor.

Section 4. Notice of public hearing, substantially in the form attached hereto as Exhibit B, shall be published at least twice, the publications to be not more than 30 nor less than 10 days prior to the public hearing, in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area. In addition, notice shall be mailed by certified mail not less than 10 days prior to the date set for the public hearing,

addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three years as the owners of such property. Each mailed notice shall include a summary or a copy of the proposed Redevelopment Plan.

Section 5. Notice shall also be given by certified mail to all taxing districts of which taxable property is included in the Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity not less than 45 days prior to the public hearing, and such notice shall also include an invitation to each taxing district and the Illinois Department of Commerce and Economic Opportunity to submit written comments prior to the date of the public hearing to the Village, to the attention of the Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois, 60513, concerning the subject matter of the public hearing. Each such mailed notice shall include a copy of the proposed Redevelopment Plan.

Section 6. Notice of availability of the Redevelopment Plan and eligibility report, including how to obtain information, shall also be given by mail within a reasonable time after the adoption of this Ordinance to all residential addresses that, after a good faith effort, the Village determines are located within 750 feet of the boundaries of the Redevelopment Project Area.

Section 7. Since May 25, 2016, the Redevelopment Plan and Project has been on file in the Office of the Village Clerk at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, 60513, and since has been available for public inspection.

Section 8. A joint review board as set forth in the Act is hereby convened and the board shall meet, review such documents, and issue such report as set forth in the Act. The first meeting of said joint review board shall be held at 1:00 p.m. on the 20th day of July, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois.

Section 9. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

ADOPTED this 27th day of June, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June, 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 27th day of June, 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

EXHIBIT A

Proposed Eight Corners TIF District - Legal Description

LEGAL DESCRIPTION FOR THE EIGHT CORNERS AREA T.I.F. DISTRICT

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID

NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID

SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY

ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B
Notice of Public Hearing

**EIGHT CORNERS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT
AREA**

**VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS EIGHT CORNERS
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA**

Notice is hereby given that on September 12, 2016 at 6:00 p.m. at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, a public hearing will be held to consider the approval of a redevelopment plan ("Redevelopment Plan") and project ("Project") for the designation of a redevelopment project area ("Redevelopment Project Area") to be known as the "Eight Corners Tax Increment Financing Redevelopment Project Area" and the adoption of tax increment allocation financing therefor. The Redevelopment Project Area consists of the territory legally described in Exhibit I, attached hereto and made a part hereof.

The Redevelopment Project Area is generally described as parcels located in the vicinity of the Eight Corners shopping district, between Monroe Avenue (to the north), Lincoln Avenue (to the south), Madison Avenue (to the west) and Park Avenue (to the east),.

There will be considered at the public hearing the Redevelopment Plan and Project for the Redevelopment Project Area. An Eligibility Report of the Redevelopment Project Area and the Redevelopment Plan as proposed is on file and available for public inspection at the office of the Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois. The proposed Redevelopment Plan and Project includes the acquisition and conveyance of land in the Redevelopment Project Area, site preparation activities, the construction, acquisition and installation of certain public works and improvements, if any, including, but not limited to, streets, storm sewers, water mains, sanitary sewers, traffic signalization, curbs, gutters, landscaping and parking facilities and related costs and expenses, all as provided in the Tax Increment Allocation Redevelopment Act, as supplemented and amended.

Prior to the date of the public hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the Village, to the attention of the Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois, 60513.

There is hereby convened a joint review board to consider the proposed approval of the Redevelopment Plan and Project designation of the Redevelopment Project Area and adoption of tax increment allocation financing therefor. The joint review board shall consist of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; park district;

library district; township; fire protection district; and county that has authority to directly levy taxes on the property within the Redevelopment Project Area; a representative selected by the Village; and a public member selected in accordance with the Act. The first meeting of said joint review board shall be held at 1:00 p.m. on the 20th day of July, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, 60513.

At the public hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the Redevelopment Plan and Project, the designation of the Redevelopment Project Area, and the adoption of tax increment allocations financing therefor. The hearing may be adjourned by the Village President and Board of Trustees without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/ Brigid Weber
Village Clerk
Village of Brookfield

**EXHIBIT "I" (to EXHIBIT "B")
PROPOSED EIGHT CORNERS REDEVELOPMENT PROJECT AREA**

LEGAL DESCRIPTION FOR THE EIGHT CORNERS AREA T.I.F. DISTRICT

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID

NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION,

SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE

TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

MEMORANDUM

TO: Village of Brookfield Officials, Staff and Consultants
CC: Keith Sbiral, Village Manager
FR: Nicholas Greifer, Director of Community & Economic Development
DT: May 205, 2016
RE: **Statement of Conflict of Interest – Proposed 8 Corners TIF District**

Pursuant to 65 ILCS/5/11-74.4-4(n) of the Illinois Municipal Code, the Village must determine if any officials, employees, or consultants of the Village of Brookfield involved in the planning of a new TIF District may have a direct or indirect financial interest in the area. The statute in essence requires: 1) disclosure to the Village Clerk if there is a prohibited property ownership interest, 2) refraining from actions relevant to the Redevelopment Plan, Project, or Area, if there is a prohibited interest, and 3) that there be no future acquisition of property within the TIF District by persons prohibited from having such an interest.

Please review the attached map of the proposed 8 Corners TIF District to determine if you have any direct or indirect property interest(s) in this area. Then, please sign the statement indicating whether you do or do not have a direct or indirect interest, and if so, the dates, terms and conditions of such interests. **Finally, please return the statement to me at by June 3, 2016** either electronically at ngreifer@brookfieldil.gov or hard copy.

Thank you for your cooperation in this matter. Please feel free to call me at 708-485-1113 should you have any questions regarding this notice or the statement.

**STATEMENT OF DIRECT/INDIRECT INTEREST IN
THE VILLAGE OF BROOKFIELD 8 CORNERS TAX INCREMENT FINANCING DISTRICT**

Please fill out either the top or bottom portion of the following and return by June 3, 2016, to:

Village of Brookfield
8820 Brookfield Ave.
Brookfield, Illinois 60513

I, _____, hereby state that I have no known direct or indirect interest in any property within the proposed Village of Brookfield 8 Corners Tax Increment Financing District.

Signature

Title

Company

Address

City/Village, State, Zip Code

This _____ day of May, 2016

I, _____, hereby state that I have a direct or indirect interest in property within the proposed Village of Brookfield 8 Corners Tax Increment Financing District. Below are the dates, terms, and conditions of any disposition of such interest.

Signature

Title

Company

Address

City/Village, State, Zip Code

This _____ day of May, 2016

Describe nature of interest: _____



COMMITTEE ITEM MEMO

ITEM:

RESOLUTION AUTHORIZING THE of Resolution authorizing the Village to Enter into an Agreement with Prudent Man Investors (PMA) for the management of Bond Proceeds, including the necessary compliance with IRS regulations involving Arbitrage.

COMMITTEE DATE: June 13, 2016

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Authorizes the Village to enter into an Agreement with PMA

BUDGET AMOUNT: None

BACKGROUND:

The Village plans to sell approximately \$9 million in GO Bonds at the end of June. The Village is seeking to utilize the services of PMA to maximize the value of the proceeds by investing the funds in fully collateralized vehicles authorized by the state of Illinois. The PMA would also ensure proper reporting compliance with the IRS regarding Arbitrage on the bond proceeds.

The fee structure is outline in the Proposal for Services, on page six. It is expected that the initial bond proceeds would be fully expended within the required time frame.

A representative from PMA will be available at the meeting on June 13 to answer any questions.

ATTACHMENTS:

Resolution # 2016-1047—An Agreement to enter into a professional services arrangement with Prudent Man Investors.

STAFF RECOMMENDATION:

Staff recommends passage of the Resolution at the June 27th Board of Trustees Meeting.

REQUESTED COURSE OF ACTION:

Passage of the Resolution at the June 27th Board of Trustees Meeting.



COMMITTEE ITEM MEMO

ITEM: E-911 Dispatch Intergovernmental Agreement (Draft Review)

COMMITTEE DATE: June 13, 2016

PREPARED BY: Keith Sbiral, AICP, Village Manager

PURPOSE: Staff presentation of Draft IGA.

BACKGROUND:

Staff will present Draft IGA for WC3 Dispatch creation.

ATTACHMENTS:

-
1. Draft IGA

STAFF RECOMMENDATION:

Staff will give a presentation at the Committee of the Whole.

REQUESTED COURSE OF ACTION:

The Board must approve an IGA by June 30, 2016 for inclusion in the state application.



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www.ktjlaw.com

MEMORANDUM

TO: President and Board of Trustees, Village of Brookfield
President and Board of Trustees, Village of North Riverside
President and Board of Trustees, Village of Riverside

FROM: Michael T. Jurusik

DATE: June 9, 2016

RE: Intergovernmental Agreement for the Formation, Governance and Operations of a Consolidated Dispatch Center Referred to As West Central Consolidated Communications ("WC3")

I have enclosed the following documents in regard to the above-referenced matter for your consideration and final action at an upcoming Village Board meeting(s):

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of Brookfield, Cook County, Illinois)
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of North Riverside, Cook County, Illinois)
3. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of Riverside, Cook County, Illinois)
4. AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF RIVERSIDE, NORTH RIVERSIDE AND BROOKFIELD TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "WEST

CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

5. AN ORDINANCE AMENDING CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") (Village of Brookfield, Cook County, Illinois)
6. AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 65 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF NORTH RIVERSIDE TO DISSOLVE THE NORTH RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF NORTH RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") (Village of North Riverside, Cook County, Illinois)
7. AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") (Village of Riverside, Cook County, Illinois)

NOTE: Once the regulatory agency that oversees dispatch centers (the Illinois Department of State Police) certifies the formation of the WC3, each of the communities will have to approve an "IMRF Resolution" as required by the Illinois Municipal Retirement Fund ("IMRF") to allow the WC3, as a new public agency and new employer, to have its employees (an Executive Director and dispatchers) be covered under the IMRF for purposes of employee retirement benefits.

This Memorandum has been prepared with the understanding that a detailed explanation of the content of the enclosures is not necessary because the Village staff for each of the Villages, on a periodic basis, have provided informational updates to each of the Village Boards.

A brief summary of the consolidation steps necessary to establish WC3 include:

1. Adoption of the enclosed Resolutions approving the enclosed Intergovernmental Agreement ("IGA"). The IGA provides for the establishment, governance, maintenance and operation of a consolidated 911 system to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3. The WC3 entity will be a separate legal entity, funded by the participating Villages and other units of local government served by the WC3.
2. Adoption of the enclosed Code Amendment Ordinances to eliminate the operation of the local emergency telephone system boards ("ETSBs"), as required by applicable State law. The IGA establishes a new "joint emergency telephone system board" (the "WC3 JETSB"), which takes the operational place of the three local emergency telephone system boards being eliminated.
3. Submit an application for and approval of regulatory approval and certification to form and operate the WC3 and to "consolidate" or reduce the number of existing public safety answering points ("PSAP") operated by the three Villages from three (3) PSAPs to one (1) PSAP. The application is filed with the Department of Illinois State Police ("IDSP"), who took over the regulatory approval process from the Illinois Commerce Commission as of January 1, 2016.

The IGA contains the following major provisions:

1. Article I (WC3 Established). The Purpose, Effective Date, Definitions and Powers of WC3 are described.
2. Article II (Board of Directors). Membership on the Board of Directors (i.e., the three Village Managers) and its membership, meeting schedule, voting requirements and electronic participation are explained.
3. Article III (Powers of Board of Directors). Duties and authority are explained.
4. Article IV (Public Safety Answering Points). Description of consolidation of PSAPs and Backup PSAP arrangement.
5. Article V (Finances). Budget and other fiscal activities and operations of the WC3 are described.
6. Article VI (Operating Board and Joint Emergency Telephone System Board). Membership, meeting schedule, duties and authority of the Operating Board and the Joint Emergency Telephone System Board are defined. Operating Board membership consists of one (1) representative from the police department of each Participating Agency and one (1) representative from the fire department of each Participating Agency. WC3 JETSB membership consists of the Operating Board members plus one (1) public member (per state law).
7. Article VII (Executive Director). Duties and authority of the Executive Director are explained.
8. Article VIII (Personnel Matters). WC3 staffing levels and wages, health insurance benefits and such other employment benefits (e.g., Illinois Municipal Retirement Fund) payable to its employees are described.
9. Article IX (Insurance). Minimum insurance coverages are defined.
10. Article X (Additional Members). Eligibility criteria and membership approval process are explained.
11. Article XI (Withdrawal, Termination And Dissolution). Terms and conditions for withdrawal from WC3 on a voluntary basis and on an involuntary basis are listed. A

Dispute Resolution and Negotiation process is provided for, to resolve disputes and discourage litigation or participate in withdrawal.

12. Article XII (Contracts). Recognition of contracting authority.
13. Article XIII (Dispatch Center And Facilities). The primary dispatch center will be located at the North Riverside Police Station, and the alternate (backup) dispatch center will be located at the Berwyn Police Station via a separate intergovernmental agreement. Under the IGA, the dispatching areas within the respective police stations will be leased to WC3 for nominal consideration. Training of WC3 dispatch personnel is discussed.
14. Article XIV (Indemnification). Indemnification provisions that apply to the Villages, the WC3 and any new members.
15. Article XV (Public Works/ESDA/Administrative Dispatching). WC3 may provide dispatching services for public works services, management services and/or administrative services.
16. Article XVI (Lead Agency). WC3 may serve as lead agency for grant application and other intergovernmental purposes.
17. Article XVII (Miscellaneous). Boilerplate provisions.

If there are any questions, please feel free to contact me.



Enclosures

cc: Village Manager, Village of Brookfield (w/ encls.)
Village Administrator, Village of North Riverside (w/ encls.)
Village Manager, Village of Riverside (w/ encls.)

Fire Chief, Village of Brookfield (w/ encls.)
Fire Chief, Village of North Riverside (w/ encls.)
Fire Chief, Village of Riverside (w/ encls.)

Police Chief, Village of Brookfield (w/ encls.)
Police Chief, Village of North Riverside (w/ encls.)
Police Chief, Village of Riverside (w/ encls.)

Michael A. Marrs (w/ encls.)

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF RIVERSIDE, NORTH RIVERSIDE AND BROOKFIELD
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")"
FOR THE OPERATION AND MAINTENANCE OF
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the Effective Date hereinafter set forth, by the Village of Riverside, an Illinois municipal corporation ("Riverside"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), (collectively referred to as the "Participating Agencies" or "Parties"), to provide for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications ("WC3")" (also referred to as "WC3") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)).

RECITALS

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. In addition, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 220/1 *et seq.* of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental

agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("ETSB") are terminated by ordinances that rescind their establishment, authority and operational functions. As part of the approval of this Agreement, the Participating Agencies agree to adopt rescinding ordinances that eliminate the establishment, authority and operational functions of their respective ETSBs, subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets. The Parties, in their discretion, may allocate none, all or a portion of their own surcharge funds to the WC3 in accordance with the terms of this Agreement; and

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering point ("PSAP"). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to reduce the number of operational PSAPs via consolidation. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under this Agreement, the Participating Agencies agree to cooperate in the preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at 2359 South Desplaines Avenue, North Riverside, Illinois 60546 ("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of this Agreement; and

WHEREAS, the respective corporate authorities of the Participating Members have authorized and directed the execution of this Agreement by adoption of ordinances that contain the same findings and authorizing content and are in substantially the same format.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Agencies as follows:

ARTICLE I

WEST CENTRAL CONSOLIDATED COMMUNICATIONS CENTER ESTABLISHED

1.0. Creation; Purpose; Termination of Local ETSBs; Funding; Legal Status; Incorporation of

Recitals.

1.1. WC3 Creation. The Participating Agencies establish “West Central Consolidated Communications”, an intergovernmental cooperative venture known as the “WC3”, for the operation and maintenance of the System, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the implementation of this Agreement. WC3 shall be considered a “public safety agency” as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02). As part of the creation of WC3, the Participating Members also establish a JETSB referred to as the “WC3 Joint Emergency Telephone System Board” (also referred to as “WC3 JETSB”). The principal office address for the WC3 and the WC3 JETSB shall be: North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois 60546. The WC3 JETSB shall hold its meetings at the principal office, or such other location(s) within the service territories of the PSAPS as determined by the Board of Directors (defined below) or the WC3 JETSB in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (“OMA”).

1.2. Purpose. The purpose of the WC3 JETSB is to oversee the consolidation of three (3) public safety answering points (identified below) into one (1) PSAP (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this Agreement to assist in funding the operations, maintenance and staffing of the WC3 PSAP and the WC3 JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members.

1.3. Termination of Local ETSBS. In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the WC3 JETSB under this Agreement, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the WC3 JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the WC3 and the WC3 JETSB; and (2) the termination of the local ETSBS will be effective only upon the creation of the WC3 and the WC3 JETSB and the regulatory approval of the WC3 PSAP and WC3 JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”) and the operation of the WC3 PSAP in place of the three (3) existing PSAPS.

1.4. Funding. Even though the WC3 JETSB will receive ETSB funds on behalf of the Participating Agencies, the WC3 JETSB will not receive adequate funding from the State of Illinois to fully fund the operations, maintenance, upgrades and staffing of WC3 PSAP. Each of the Participating Agencies agrees that it will be responsible to pay its allocated share of additional funds to fully fund the operations, maintenance, upgrades and staffing of the WC3 and the WC3 PSAP.

1.5. Legal Status. The WC3 and the WC3 JETSB shall be considered “public safety agency,” as defined at Section 2.02 of the Act (50 ILCS 750/2.02).

Incorporation of Recitals. The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

1.6 Effective Date.

This Agreement shall be effective only after each of the Initial Participating Agencies (defined below) has properly and legally passed, approved and published in pamphlet form a resolution, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be deemed null and void and not binding upon any Party if the Villages of Brookfield, North Riverside and Riverside have not all passed and approved an authorizing resolution necessary to approve of this Agreement by June 30, 2016. This Agreement shall be binding only on those Participating Agencies that adopt an approving resolution and execute this Agreement. As part of the approval of this Agreement, each Participating Agency shall deliver to all other Participating Agencies a certified copy of a duly enacted resolution authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The "Effective Date" of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement.

1.7. Definitions. The following terms shall be defined as follows:

Annual Budget means: The Budget adopted annually that provides for the annual operations, maintenance and capital needs of WC3 to operate the System and includes the Capital Budget and the Operating Budget.

Annual Operating Costs means: Costs relating to the operations of the System and the WC3, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

Annual Service Fees (also referred to as "Participation Fees") means: Annual (or periodic) fees, determined by the Board, payable by each Participating Agency to pay for the annual operations, maintenance, upgrades and capital needs of the WC3 as a condition of the Participating Agency's continued participation in the WC3 and continued receipt of the Services. The Annual Service Fees shall be based on a formula that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies and one or more other levels of Annual Service Fees and additional other charges payable by other members who do not participate at the same level as the Initial Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

Capital Budget means: The portion of the Annual Budget that provides for the annual capital needs of WC3 to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Equipment Fund means: The Fund that WC3 shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by WC3.

Capital Implementation Budget means: A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.

Capital Implementation Costs means: Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Cost means: Any costs related to the maintenance, upgrades, repair or replacement of the

System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Dispatch and Communication System (“System”) means: A centralized, combined emergency services dispatch and communication system.

Dispatch Services means: The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by WC3 dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

Emergency Telephone System Fund means: The Fund that WC3 shall maintain to receive surcharge monies collected by the Participating Agencies for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

ETSB / Other Source Grant Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive “Grant Funds” (as defined below) paid to it by the State of Illinois, or any county or federal agency or any other lawful source for the benefit of the WC3, the WC3 PSAPS or the WC3 JETSB. The Grant Funds shall be used and spent only in accordance with the grant requirements and restrictions and all applicable laws and regulations.

Grant Funds means: The funds that are awarded by any private or public entity to or for the benefit of the WC3 JETSB, any Participating Member or one of the PSAPS covered by this Agreement. The WC3 JETSB, any Participating Member or the WC3 PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. “Unspecified grant funds” are those funds awarded to the WC3 or the WC3 JETSB for use by the WC3 JETSB, in its discretion, including distribution to one or more Participating Member or to one or more of the PSAPS (as defined below) covered by this Agreement. “Specified grant funds” are funds that are awarded to or for the benefit of the WC3 JETSB or a specific Participating Member or one of the PSAPS.

Local ETSB Reserves means: The monies held by each Participating Member’s local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the WC3 JETSB. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

Participation Fee (or Participation Fees) means: (See also Annual Service Fee.) The annual (or periodic) fees payable by each Participating Member as a condition of membership in the WC3 and the WC3 JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operations of the WC3, the WC3 JETSB and the WC3 PSAP, and a portion of the annual, ongoing Operating Costs and Capital Costs of the WC3, the WC3 JETSB and the WC3 PSAP that each new member is obligated to contribute towards its continued membership in the WC3.

Initial Participating Agencies means: The Village of Brookfield, the Village of North Riverside and the Village of Riverside, who were the first municipalities to approve this Agreement.

Non-Refundable Capital and Operating Participation Fee means: The fee payable by each Participating Agency as a condition of membership in WC3 that covers a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish

the existing service level of the other Participating Agencies, as determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director (as defined in Article VII below), any WC3-retained consultant and/or WC3's auditor. For the Initial Participating Agencies, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See Section 5.8(B) below), by each Participating Agency to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

Participating Agency (or Participating Agencies) means: Any municipality, fire protection district or unit of local government that agrees to participate in WC3 by approving this Agreement, as amended, and has been accepted and authorized to participate in WC3 in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Agency, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Non-Member means: Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from WC3 pursuant to a service agreement. A unanimous vote by the Board of Directors holding office is required to approve a service agreement to compensate the WC3 for the provision of certain Services to a Non-Member. WC3 may, but is not obligated to, provide certain fire, EMS, law enforcement communication, and other contractual services to Non-Members.

Operating Budget means: The portion of the Annual Budget that provides for the annual operating needs and expenses of WC3 to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

Operating Costs means: Any costs incurred by WC3 related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Budget means: A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Costs means: Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Recapture Fee means: The fee, determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor, shall be paid by any withdrawing or terminated Participating Agency to reimburse the other Participating Agencies for all incurred but unpaid or to be incurred debt service payments relating to WC3, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by WC3. These Capital Costs include, but are not limited to, any type of WC3-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency that were used by WC3 or capital equipment incorporated into the buildings or structures that were part of WC3's System and those improvements will no longer be available to WC3 or the other Participating Agencies after the Participating Agency withdraws from or terminates its participation in WC3, or upon dissolution of WC3 or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies who are obligated to pay part of the debt obligations of WC3 during their time with WC3, who have received Services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of WC3, and then, upon withdrawal from or dissolution of WC3 or termination of this Agreement, those Participating Agencies retain the value of such improvements.

Reserve Fund means: The monies retained by WC3 in an account that equals a certain percentage of the typical Annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operation expenses, maintenance and capital needs and other lawful purposes of WC3 in emergency or special circumstances. As part of its fiscal policies, the Board of Directors, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor.

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) and the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

ARTICLE II BOARD OF DIRECTORS

2.0. Composition.

There is established a three (3) member Board of Directors of WC3 (the "Board"), which shall consist of the three (3) Village Managers (or Chief Administrative Officers) of each Initial Participating Agency, or his/her designee. The eligible designees shall be designated for each respective Participating Agency, in writing, by each of the Village Managers or Chief Administrative Officers of the Participating Agencies. As additional Participating Agencies are approved for membership to WC3, their Village Manager (or Administrator or person holding the equivalent administrative management position) shall join the Board of Directors.

2.1. Chair, Vice-Chair and Secretary.

Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year rotation, appoint one of its members to serve as the Chair, whose term shall run for a two (2) year period or until a successor is appointed. At its initial meeting, and thereafter at its annual meetings on a two (2) year rotation, the Board shall also appoint one of its members to serve as the Vice-Chair, whose term shall be two (2) years. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.

The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)	Riverside
2nd Chair appointment (third and fourth years)	Brookfield
3rd Chair appointment (fifth and sixth years)	North Riverside
4th Chair appointment (seventh and eighth years)	Riverside (or a new Participating Agency)

*The initial term of the Chair and the Vice-Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agency

declines to serve as Chair or Vice-Chair, then the representative(s) of the next Participating Agency in the above rotation shall serve in that capacity for the term. If another Participating Agency joins WC3, its name shall be inserted at the end of the above rotating list, or as determined by the Board. The Village Manager (or Chief Administrative Officer), or his/her designee, of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list has served as Chair at least one time. When the Village Manager (or Chief Administrative Officer), or his/her designee, of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list. The Secretary to the Board shall be the Executive Director, or his/her designee, and shall:

- A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
- C. Be custodian of the records of WC3 and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board of Directors; and
- D. Serve as one of the designated Freedom of Information Officers for WC3; and
- E. Perform the above duties in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (the "OMA").

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

2.2. Meetings of the Board of Directors.

- A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed as provided for under Section 2.1 above. Other business may also be considered at the annual meeting. The Board shall meet at least once each year, or more frequently as deemed necessary by the Board.
- B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the North Riverside Police Department, 2359 South Desplaines Avenue, North Riverside, Illinois 60546 and at the actual location of the meeting (if different than the WC3's Principal Office). Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of a quorum of the members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.
- D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum.

A quorum for holding a meeting of the Board shall consist of a majority of the Board.

2.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimous vote of the Board shall be necessary for the Board to act. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible member may vote on matters while in compliance with the electronic participation rules below. If any Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Board, then the Participating Agency shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

2.5. Electronic Participation in Meetings.

In accordance with the OMA, members of the Board and the Operating Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

2.5.1. Rules and Procedures.

- A. **Definitions.** The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- B. **OMA Compliance.** The Board and the Operating Board must comply with all of the applicable requirements of the OMA, as amended.
- C. **Quorum.** The Board and the Operating Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
- D. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
- E. **Electronic Attendance and Participation.** As stated in the OMA, provided that the

audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board and the Operating Board may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

- (1) personal illness or disability; or
- (2) employment purposes or the business of the public body; or
- (3) a family emergency or other emergency.

Where a member of the Board or the Operating Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. By-laws.

A set of By-laws may be prepared and approved by the Board of Directors, after recommendation from the Executive Director and the Operating Board, which will provide additional direction and detail in regard to the governance of the WC3. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

ARTICLE III POWERS OF THE BOARD OF DIRECTORS

3.0. Powers.

- A. The Board shall have all powers that are necessary or incidental to the establishment and operation of joint emergency dispatch and communications center(s) serving each of the Participating Agencies, including, but not limited to:
 - (1) All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations;

- (2) The Board shall determine and approve the general policies for WC3 and may adopt a set of By-laws for WC3, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (3) The Board shall approve any new members to WC3 by a unanimous vote;
- (4) Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by WC3 or any one of the Participating Agencies pursuant to applicable local, county, state or federal laws, the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;
- (5) Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;
- (6) The purchase or lease or use of facilities for the Services to be provided under this Agreement, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (7) The hiring, directing, compensation, discipline and termination of an Executive Director whenever, in its judgment, the best interests of WC3 would be served thereby;
- (8) Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all WC3 personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, and use of surcharge funds and wireless surcharge funds for the implementation and operation of the WC3 System by a unanimous vote of the Board, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (9) Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based on the recommendations from the Operating Board and the Executive Director;
- (10) Determine and approve all the contributions due from all the Participating Agencies relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Participating Agency (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by

the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

- (11) Approve increases in any Capital Budget or Operating Budget that are attached to this Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a unanimous vote of the Board, when deemed necessary to further the purposes of the System, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (12) Determine and approve any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs, and the non-refundable Capital and Operating Participation Fee, when authorized by the terms of this Agreement by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (13) Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (14) Contract with other entities, organizations or units of government, including "Non-Members" of WC3, for the use of WC3 facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (15) In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it;
- (16) Contract for the purchase of insurance and employee benefits, and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement;
- (17) Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other WC3 employees;
- (18) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/01 *et seq.*), including any future amendments to said statute, relative to matters contained in the Annual Budget; and

- (19) Contracting with consultants, auditors and attorneys relative to WC3 matters as provided for in the Annual Budget.
 - (20) Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.
 - (21) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.
 - (22) Create and provide direction to committees and subcommittees, as needed.
 - (23) May create one or more management positions, as needed.
- B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Illinois Commerce Commission, and, after January 1, 2016, as required by the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

WC3 shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.

Upon approval of this Agreement, and the certification and approval by the State 9-1-1 Administrator, of the WC3 JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

- 1. Brookfield PSAP
- 2. Riverside PSAP

The following PSAP will continue to be operated, maintained and staffed by the WC3 and will receive surcharge funds and other funding in accordance with this Agreement:

- 1. North Riverside PSAP (the "WC3 PSAP")

The following PSAP shall serve as the "WC3 Back-Up PSAP":

- 1. Berwyn PSAP located at 6401 West 31st Street, Berwyn, Illinois 60402

The WC3 PSAP and the WC3 Back-Up PSAP are collectively referred to in this Agreement as the "WC3 PSAPS".

Upon formation, the WC3 will enter into an intergovernmental agreement with the City of Berwyn in regard to the Berwyn PSAP and the WC3 PSAP serving as backup PSAPs for the other. In the event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action to enter into an intergovernmental agreement with another unit of local government for backup PSAP services and obtain the required state approvals for such arrangement.

The service territories of the WC3 PSAPS shall be the areas currently served by each respective PSAP currently operated by the Participating Agencies as of the Effective Date of this Agreement.

4.1. Until the WC3 PSAP receives its certification and approval by the State 9-1-1 Administrator and commences active operations to serve the WC3 Participating Agencies under this Agreement, the Participating Agencies shall be solely responsible to fully fund the operations, maintenance, upgrades and staffing of their own respective PSAPS. After the consolidation of the above PSAPS are completed, the Participating Agencies shall share equally in the costs related to funding the operations, maintenance, upgrades and staffing of the WC3 PSAPS in accordance with the terms of the Agreement (e.g., three original Participating Agencies: one-third cost sharing formula).

4.2. The WC3 PSAP shall not expand its 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the Board *by a* unanimous vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional units of local government to the Board will require, at a minimum: (a) new member approval by the Board, as required by this Agreement, and approval of an addendum to this Agreement, (b) re-allocation and re-calculation of the cost sharing formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.3. The WC3 PSAP may expand its non-9-1-1 dispatch service territories, subject to approval of the Board.

ARTICLE V FINANCES

5.0 Fiscal Year.

WC3's fiscal year shall be from January 1st to December 31st of the next year.

5.1 Budget and Operating Funds.

5.1.1 The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the WC3, the WC3 PSAPS and the WC3 JETSB:

- A. Start-Up Operating Budget (one-time preparation).
- B. Annual Budget (includes the Operating Budget and the Capital Budget).
- C. Emergency Telephone System Fund.
- D. Wireless Service Emergency Fund.
- E. ETSB/Other Source Grant Fund.
- F. Reserve Fund.

- G. Any other fund deemed necessary for operation purposes or required by applicable law.

5.1.2. The amounts due pursuant to this Section from each Participating Agency shall be payable to the WC3 JETSB on a date determined by the Board.

5.2 Start-Up Operating Budget.

The Start-Up Operating Budget for the initial Start-up Operating Costs, which shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board, relates to the operation of the System, as contemplated by this Agreement and will be incorporated by reference as **Exhibit "A"** into this Agreement. The Board shall undertake its best efforts to establish the System serving the Participating Agencies at the earliest feasible date after the approval of this Agreement, subject to receipt of certification and approval by the 9-1-1 Administrator.

5.2.1. The amounts due pursuant to this Subsection from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Start-Up Operating Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.3 Capital Implementation Budget and Annual Capital Budget.

The Capital Implementation Budget for the initial Capital Implementation Costs and any subsequent Annual Capital Budgets related to the buildings, equipment and implementation of the System, as contemplated by this Agreement, shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board and shall be incorporated into this Agreement as **Exhibit "B"**. The amounts due pursuant to this Section from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Capital Implementation Budget and any Annual Capital Budgets shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.4. Allocation of Capital Implementation Costs and Annual Capital Costs.

- A. The Capital Implementation Costs and Annual Capital Costs as contained in the Capital Implementation Budget and any Annual Capital Budgets (**Exhibit "B"**) shall be equally shared among the Participating Agencies, unless otherwise determined by a unanimous vote of the Board. Each Participating Agency shall make its payment for annual to WC3 on a date determined by the Board.
- B. If, after the date upon which the System serving the Participating Agencies is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.

5.5. Capital Equipment Fund.

- A. There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of WC3. The Capital Equipment Fund shall only be used to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a two-thirds (2/3rds) vote of the Board. Based upon input from the Executive Director and the Operating Board, the Board shall, by a unanimous vote, approve a five-year projection of capital equipment needs and anticipated costs ("**Five Year Capital Equipment Plan**") on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Participating Agencies on an annual or periodic basis, as determined by the Board, and the funding allocation formula shall be pro-rated among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 5.6.C.
- B. Each approved Five Year Capital Equipment Plan and the Board's annual determination of the amounts due for the Capital Equipment Fund from each Participating Agency shall be forwarded to the Mayor/President of each Participating Agency immediately upon its approval by the Board.

5.6. Allocation of Annual Operating Costs.

- A. **Initial Annual Operating Costs Allocation Formula.** For the period from the effective date of this Agreement to the end of the third fiscal year, the percentage allocation of WC3's "Annual Operating Costs" to each Participating Agency shall be equally divided for each Participating Agency.
- B. **A "Start-Up Operating Budget"** for the period from the inception of this Agreement to the end of the first fiscal year shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board after the approval of this Agreement and shall be incorporated by reference as Exhibit "A" into this Agreement. This Start-Up Operating Budget shall include a chart establishing the respective contribution amounts due for each Participating Agency and includes the amount of each Participating Agency's contribution(s), which amounts are based on each Participating Agency contributing an equal share. In the event the number of Participating Agencies changes prior to the end of the first fiscal year, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the amount of each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised to be an equal portion of the total Start-Up Operating Budget, as may be approved by the Board by a unanimous vote.
- C. **Annual Operating Costs Allocation Formula.** Subject to Section 5.8. below, for the second full fiscal year beginning January 1, 2018 through December 31, 2019, and all subsequent fiscal years, the percentage of WC3's total Annual Operating Costs chargeable to each Participating Agency will be based on:

The prorated, equal share of all Annual Operating Costs as allocated among the total number of Participating Agencies within the WC3.

For example, with three original Participating Agencies at the time of the formation of the WC3, all of the Annual Operating Costs shall be shared equally on one-third cost sharing basis.

In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.7. Annual Budget.

The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its December meeting each year. In addition, the Annual Budget process shall be handled as follows:

- A. The Executive Director, with input from the Treasurer, shall prepare a proposed Annual Budget for the Board of Directors to review at the Board's November meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the December meeting.
- B. The Board of Directors shall review the proposed Annual Budget and direct the Executive Director to make such modifications as the Board deems proper and advisable.

5.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.

Subject to applicable subsections of this Article, the Board of Directors, in its sole discretion and by a unanimous vote, shall annually establish one or more levels of Annual Service Fees payable by each Participating Agency and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of this Article, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies, and one or more other levels of Annual Service Fees and additional other charges payable by the Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

- A. Cost-Sharing. Upon approval of the Annual Budget, the Board of Directors, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Agencies and Non-Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term capital costs and long-term operating costs and any other activities of the WC3 will be cost-shared by the Participating Agencies, based on one or more formulas as set forth in this Agreement or as determined by the Board of Directors, with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.
- B. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the WC3's matching portion of a grant) of the WC3, all

Participating Agencies and Non-Members shall be obligated to timely pay any supplemental fees assessed by the WC3 as determined by the Board of Directors.

- C. Additional Costs. Whenever a Participating Agency or a Non-Member relocates its communication equipment and/or the communication equipment of the WC3 to another location, and/or adds additional communication equipment to the Participating Agency's or Non-Member's communication system, thereby increasing the WC3's responsibilities, obligations or costs, any and all additional costs incurred by the WC3 as a result of the aforesaid relocation of communication equipment to the Participating Agency's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Participating Agency or Non-Member. No Participating Agency or Non-Member of the WC3 shall relocate the equipment or property of the WC3, or by any means increase the WC3's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the WC3 for the purchase of new or additional equipment or technology, without first obtaining authorization from the WC3's Board of Directors to relocate the WC3's equipment and property and/or increase the WC3's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with this Agreement shall become the equipment/property of the WC3, notwithstanding the fact that the existing Participating Agency or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the WC3 shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- D. Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the WC3 on a periodic basis (monthly, quarterly, bi-annually or annually) as determined by the Board of Directors upon recommendation of the Executive Director. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.
- E. Payment of Fees. Continued membership in the WC3 shall be contingent upon the payment by each Participating Agency of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Participating Agency and Non-Member shall take all required actions to authorize the timely payment of its Annual Service Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement, any addendum or service agreement.
- F. Delinquent Account; Payment. Any Participating Agency or Non-Member whose

allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

- G. Delinquent Account; Voting and Participation. Any Participating Agency who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VIII (Personnel Matters) below.
- H. Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such Budget, subject to the provisions of this Agreement and any approved fiscal and investment policies.

5.9. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.

In order to spend its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the Chair of the Board or the Executive Director, or his / her designee, shall submit itemized reimbursement requests to the WC3 JETSB and the Treasurer, on a periodic basis, that identify the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, the WC3 PSAPS or the WC3 JETSB. Each reimbursement request shall contain a signed certification by the Chair of the Board or the Executive Director, or his / her designee, that states: "On behalf of the WC3 Board of Directors, or the WC3 PSAPS or the WC3 JETSB, I certify that the below requested dollar amount of ETSB surcharge funds, grant funds and other allocated revenues shall be spent on eligible expenses to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, WC3 PSAPS or the WC3 JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) (the "Act"), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law."

- 5.9.1. The WC3 JETSB shall approve the payment of any ETSB surcharge funds, grant funds and other allocated revenues as requested by the Chair of the Board or the Executive Director, or his / her designee, by a resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.
- 5.9.2. No Participating Agency or PSAP shall be entitled to receive or retain surcharge funds, grant funds and other allocated revenues that exceed its allocation of ETSB surcharge funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of this Agreement.

- 5.9.3. The WC3 JETSB shall maintain at least the following four (4) bank accounts for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; (3) ETSB / Other Source Grant Fund; and (4) Reserve Fund.
- 5.9.4. If a new member joins the WC3 JETSB, a re-calculation of the applicable cost-sharing formulas in this Article shall be performed to adjust the allocations to account for adding the new member. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the WC3 JETSB.
- 5.9.5. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Agency will be paid to the WC3 JETSB based on the passage of one or more resolutions by the WC3 JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.
- 5.9.6. In the event the number of Participating Agencies changes, or in the event WC3 JETSB provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3 JETSB'S Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and *approved by the Board by a unanimous vote* of the total number of Board members.

5.10. **Treasurer.**

- A. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of Brookfield, North Riverside or Riverside shall serve as the treasurer of WC3 for a three (3) year term ("Treasurer"). The Treasurer shall have no voting authority on matters regarding the WC3 and shall receive no additional salary or compensation for Services provided to the WC3, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Agency that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.
- B. Duties. The Treasurer shall:
- (1) Be the custodian of all WC3 funds.
 - (2) Provide on-going counseling to the Board of Directors, the Executive Director and the Operating Board in matters of fiscal policy and fiscal administration of the WC3.
 - (3) Make recommendations on investment policies and practices to the Board of Directors and the Executive Director.
 - (4) Act as one of the required signatories of all of the WC3's bank accounts, checks and investment instruments.
 - (5) Provide a bond in the amount of \$250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board of Directors shall determine. The WC3 shall pay the bond premium.
 - (6) Assist the Executive Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
 - (7) Maintain required financial management system.
 - (8) Process required financial transactions.

- (9) Assist the Executive Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the Board of Directors and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the WC3.
- C. Financial Reports and Warrant List. The Treasurer shall provide to the Board of Directors, the Operating Board and the Executive Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board of Directors. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board of Directors.
- D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by a designated WC3 employee or Member as approved by the Board of Directors, with input by the Treasurer and the Executive Director.
- E. Funds on Deposit. All monies received by WC3 shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority. All monies received by WC3 pursuant to a surcharge imposed by the Participating Agencies under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by WC3 pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by WC3 pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) shall be deposited into a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*). All monies received by WC3 pursuant to any surcharge (or similar revenue stream authorized by law) collected by the WC3 under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

5.10. Donated Personal Property and Services.

Any Participating Agency may make a donation of personal property or services to WC3. However, if the Board of Directors, in its sole discretion, accepts said donation, the donating Participating Agency shall not receive or be entitled to receive any credit or reimbursement of any kind from the WC3, including any

credit or reimbursement for any amounts it owes under Section 5.5. (Capital Equipment Fund) of this Agreement.

5.11. Allocation of Costs and Responsibilities for WC3 Equipment and Property and Participating Agency Equipment and Property.

The respective Participating Agencies agree to convey title and WC3 agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System. The WC3 shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Participating Agency makes any equipment or personal property available for use by the WC3. One or more bills of sale executed by the Participating Agency and WC3 shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.

5.12. Credit for Surcharge Payments.

- A. **Emergency Telephone System Fund.** Subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* ("Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into WC3's Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Surcharge Funds deposited into WC3's Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Agency's ordinances. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.
- B. **Wireless Service Emergency Fund.** Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) (collectively "Wireless Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Wireless Surcharge Funds into WC3's Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as

directed by the Participating Agency. All expenditures of Wireless Surcharge Funds deposited into WC3's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Agency's ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

- C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the JETSB is formally certified by the ICC or the Illinois Department of State Police, each Participating Agency's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Agencies, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws noted above in this Section 5.12, and shall expend each Participating Agency's local ETSB funds on behalf of each Participating Agency consistent with the budgeted items or obligations that exist in their respective current 2016/2017 ETSB budgets. Subject to Subsection 5.12(A and B) above, the balance of such funds shall be paid over to the WC3's Emergency Telephone System Fund and WC3's Wireless Emergency Telephone System Fund for use by the WC3 for allowable purposes under applicable laws.

5.13. Audits.

The Board shall cause an annual audit of the financial affairs of WC3 to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 *et seq.*). The Treasurer shall ensure that the WC3 complies with annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the WC3.

5.14. Fiscal Policies.

The Board of Directors may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures without amending this Agreement.

5.15. Procurement Policy.

Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board of Directors.

5.16. Authorized Signatories.

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the WC3 maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Executive Director; and (4) Treasurer. There shall be a “two signatory requirement” policy for authorizing any transfer and withdrawal of WC3 funds or executing any checks or other instruments that draw WC3 funds out of any bank, title or trust companies, depositories or other financial institution at which the WC3 maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.

5.17. Contract Signatories.

The Board of Directors may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the WC3. Such authority may be general or confined to specific Board-approved instances.

5.18. Loans.

No loans shall be procured on behalf of the WC3 and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

5.19. Termination of Operation of Local Emergency Telephone System Board by Participating Agencies.

In accordance with 50 ILCS 750/15.4(e), as a condition of approval of and participation under this Agreement, each Participating Agency shall no longer continue to operate its local ETSB and shall adopt an ordinance that provides for the termination of its local ETSB, effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3’s JETSB by the ICC or the 9-1-1 Administrator.

ARTICLE VI OPERATING BOARD AND JETSB

6.0. Composition – Operating Board.

There is established an Operating Board of the WC3, which shall be organized and consist of the following voting representatives: (i) one (1) representative from the police department of each Participating Agency; and (ii) one (1) representative from the fire department of each Participating Agency. The representatives from each fire department and each police department of each Participating Agency shall not have a defined term, but may be replaced by the corporate authorities of the respective Participating Agency in accordance with applicable state law (See, 50 ILCS 750/4). Each Participating Agency (through its corporate authorities) shall designate its police department and fire department representatives, and one (1) set of alternate representatives, in a written communication from the Village Manager, and forward said communication to the Board of Directors and the Executive Director. The

designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The Operating Board shall meet on a monthly basis, or more frequently, if necessary.

One (1) member of the Operating Board shall be appointed by the remainder of the Operating Board to serve a two (2) year term as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)	Brookfield
2nd Chair appointment (third and fourth years)	Riverside
3rd Chair appointment (fifth and sixth years)	North Riverside
4th Chair appointment (seventh and eighth years)	Brookfield (or a new Participating Agency)

A Vice-Chair of the Operating Board shall be appointed from its members only for meetings at which the Chair is unable to serve.

*The initial term of the Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agency declines to serve as Chair, then the representative(s) of the next Participating Agency in the above rotation shall serve in that capacity for the balance of the term. Representatives from the same Participating Agency shall not serve at the same time as Chair of the Board of Directors and Chair of the Operating Board, and the Operating Board shall make the necessary appointment(s) to maintain the separation and alternating terms among the Participating Agency as provided for above.

If another Participating Agency joins WC3, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list have served as Chair at least one time. When one of the representatives of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list.

6.0.1. Composition – Joint Emergency Telephone System Board. The members of the Operating Board shall also serve as members of WC3's Joint Emergency Telephone System Board ("JETSBS"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSBS shall be organized and governed as set forth in below in Subsections 5.1 through 5.4. The statutory powers and duties of the JETSBS are set forth in the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSBS shall comply with applicable laws and the WC3 procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. The Operating Board shall appoint one (1) public member to the JETSBS, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of this Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the WC3). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; (c) may be an employee of any of the Participating Agencies; and (d) shall not be an employee of the same Participating Agency as either of the members of the Board of Directors who are then serving on the Operating Board.

6.1. Chair, Vice-Chair and Secretary.

Subject to the limitation on the initial term of the initial Chair as set forth above in Section 6.0, the

Operating Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year rotation, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed. The Chair shall preside over all meetings of the Operating Board. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. The Executive Director, or his/her designee, shall serve as Secretary to the Operating Board and shall:

- A. Take and keep the minutes of the meetings in a binder provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- C. Be custodian of the records of the Operating Board and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned;
- D. Serve as one of the designated Freedom of Information Officers for WC3; and
- E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, the Operating Board shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

6.2. Duties of the Chair:

- a. The Chair shall:
 - i. Oversee all business and affairs of the WC3 and preside over the meetings of the Board.
 - ii. Execute any documents as authorized by the Board.
 - iii. Perform all duties incidental to the office of the Chair, and those that may be prescribed by the Board.
 - iv. From time to time, call for the creation of such committees and subcommittees as may be needed to assist the Board with its duties and appoint members of the Board or other representatives of the Members to serve on each committee or subcommittee as members or liaisons.
 - v. Serve as a liaison between the Board and the Executive Director.
 - vi. Recommend to the Board the annual salary and employment benefits of the Executive Director.
 - vii. Meet with the Executive Director and the Vice-Chair to deliver an annual performance evaluation and report of the Executive Director as prepared by the Board. The Chair shall report on the outcome of the annual performance evaluation to the Board at the next available meeting.
 - viii. Perform the duties of the Executive Director per Article VII (Executive Director) below, whenever the Executive Director position is not filled.

6.3. Meetings of the Operating Board.

- A. The Operating Board shall establish dates, times and a location for regular meetings. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.
- B. Special meetings of the Operating Board may be called by the Chair, by the Executive Director or by two-thirds (2/3rds) of a quorum of its members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.
- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Operating Board until the Operating Board establishes its own rules of proceeding.
- D. No Operating Board member shall receive any compensation for serving as an Operating Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Operating Board.

6.4. Quorum.

A quorum for holding a meeting of the Operating Board shall consist of a majority of Operating Board members.

6.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimous of the Operating Board shall be necessary for the Operating Board to act. Each Operating Board member shall have one (1) vote. No written or oral proxy votes or absentee voting shall be permitted, except that an absent member may vote on matters while in compliance with the electronic participation rules set forth in Section 2.5. above. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Operating Board, then the Participating Agency shall inform the Board and the Operating Board of this fact and designate an otherwise qualified representative to serve on the Operating Board until a successor is duly appointed and qualified.

6.5. Powers and Duties of the Operating Board.

The Operating Board shall make recommendations to the Executive Director and the Board concerning the establishment and operation of the joint emergency dispatch and communications center(s) serving each of the Participating Agencies. The Operating Board shall review, consider and make recommendations to the Executive Director and the Board on matters which include but are not necessarily limited to:

- A. The planning and establishment of a joint "9-1-1 Dispatch System" serving the Participating Agencies;

- B. The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems;
- C. The planning and establishment of a joint Public Works Communications System serving the Participating Agencies, including provisions for call outs and the receipt and communication of public works alarms;
- D. The establishment of standard operating practices and procedures for the System, including identifying and handling of local services that may be unique to one or more Participating Agencies;
- E. The purchase or lease or use of facilities for the Services to be provided under this Agreement;
- F. Establishment of employment policies and staffing requirements;
- G. The purchase of equipment, software, hardware and other business-related technology in accordance with the Annual Budget;
- H. Establishment of an Annual Operating Budget and Capital Budget for the implementation and operation of the System, and five-year projections of capital equipment needs and anticipated costs and Operating Costs;
- I. Contracts with other entities, organizations or units of government for use of WC3 facilities, equipment and Services and appropriate rules and charges therefore;
- J. Reallocation of budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, with prior consideration of recommendations from the Board of Directors and the Executive Director;
- K. Prepare recommendations to the Board of Directors regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor);
- L. Determine adjustments in any Capital Budget or Operating Budget that is attached to this Agreement or has otherwise been approved by the Board as well as any adjustments to contributions resulting from any changes in the Capital Budget or Operating Budget;
- M. Determine any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs when authorized by the terms of this Agreement by a unanimous *vote* of the Board; and
- N. All recommendations of the Operating Board must be approved by the Board before being implemented.

The Operating Board shall have authority to approve contracts or enter into agreements for the following activities:

- A. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code, including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to this Agreement could by law enter into without public notice and competitive bid, relative to matters contained in the Annual Budget.
- B. Approval and payment of a monthly warrant list including all bills, invoices and statements that relate to budgeted expenses.
- C. Approval of the use of the Surcharge Funds and Wireless Surcharge Funds, and other funds received by the WC3 as allowed by applicable law, in accordance with the Annual Budget and applicable law, including the authorized expenditures set forth in Section 35 of the Emergency Telephone System Act (50 ILCS 750/35), as amended.

ARTICLE VII EXECUTIVE DIRECTOR

7.0. Creation of Position.

The Board shall hire a full-time Executive Director to serve as the administrative head of WC3. The Executive Director shall be responsible for the day-to-day operations of WC3 and shall report directly to the Board and the Operating Board.

7.1. Executive Director's Duties.

Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Executive Director shall oversee and direct the daily operating affairs of WC3. The Executive Director's duties shall also include:

- A. To enforce, to administer and to make operative the policies and directives of WC3 as established by the Board and the Operating Board;
- B. Attendance at all meetings of the Board and all meetings of the Operating Board and to report at the meetings, as needed, and to serve as Secretary to those Boards;
- C. Preparation for review by the Board of Directors and the Operating Board of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other WC3 revenues ("Five Year Revenue and Expense Plan");
- D. Prepare annual recommendations, including financial calculations, for review by the Board of Directors and the Operating Board regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital

Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other WC3 revenues;

- E. Timely submission of invoices to the Participating Agencies setting forth the payments due;
- F. Monitoring WC3's budget and the submission of regular reports to the Board and the Operating Board comparing actual expenditures with budgeted expenditures;
- G. Making recommendations to the Board concerning the implementation, operation and staffing levels of WC3, including on-going training of employees, and then implement the directives;
- H. To hire, evaluate, promote, demote, discipline and/or terminate employees of WC3 in accordance with the policies and procedures of the WC3 and any governing labor contracts and applicable laws;
- I. Receive and consider input from the Board and the Operating Board concerning the implementation and operations of WC3 and act on such input as deemed appropriate;
- J. Implement the direction and policies approved by the Board of Directors, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Participating Agencies;
- K. Assist the Operating Board in the establishment of standard operating practices and procedures and training protocols for the System and WC3's employees;
- L. Serve as one of the designated Freedom of Information Officers for WC3;
- M. For day-to-day issues and questions, the Executive Director shall consult with the Chair of the Operating Board;
- N. Decide any disputes that may arise under this Agreement pursuant to Section 11.4. (Dispute Resolution; Negotiation) below; and
- O. Perform all duties of the Executive Director, as assigned, and any other duties and assignments as directed by the Board and the Operating Board.

7.2. Expenditure of Funds.

The Executive Director, or his/her designee, shall have the authority to:

- A. Expend funds on behalf of WC3 to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00).

- B. In the event of an emergency that jeopardizes WC3's continued ability to operate, the Executive Director shall have the authority to expend an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board and the Chair of the Operating Board.
- C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the WC3. Such transfers shall be reported to the Board of Directors and the Treasurer in the Executive Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

7.3. Executive Director's Offices.

The Executive Director's offices shall be in the same facility as the WC3 Dispatch Center.

ARTICLE VIII PERSONNEL MATTERS

8.0. WC3 Personnel.

The Board shall determine the number and job descriptions of persons employed by WC3, as recommended by the Executive Director. All employees shall solely be employees of WC3 and not employees of any Participating Agency. WC3 shall provide wages, health insurance benefits and such other employment benefits to its employees as deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees become members of and receive the benefits provided by said Fund. WC3 and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

8.1. Financial and Human Resources Operation Services. All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Finance Department of the Village of Riverside pursuant to a reimbursement agreement entered into by the WC3 and the Village of Riverside, or outsourced to a third party contractor. The Village of Riverside agrees to handle all basic responsibilities, duties, filings, postings and record-keeping related to human resource and personnel matters for the WC3.

- A. Initial 12 Month Fee for Financial and Human Resources Operation Services: The Board shall reimburse the Village of Riverside on a periodic basis (monthly or quarterly as requested by Riverside) based on actual, documented hours of work and tasks completed for the performance of the Financial and Human Resources Operation Services at an hourly rate equal to the current annual salary of the Treasurer or other Village personnel performing the Financial and Human Resources Operation

Services. This fee arrangement may be reviewed at any time and may be terminated by a two-thirds (2/3rds) vote of the Board of Directors in favor of another arrangement acceptable to all of the Participating Agencies, or it may be adjusted by mutual agreement of the Board of Directors and the Village of Riverside. After the initial twelve (12) month period, the fee arrangement may also be extended for one or more fiscal years on mutually agreeable economic terms by agreement of the Board of Directors and the Village of Riverside.

8.2. Illinois Municipal Retirement Fund (IMRF).

- A. **WC3.** The Board of Directors and the Executive Director shall take the necessary actions to have WC3 apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Executive Director.
- B. **Initial Participating Agencies.** At the same public meeting that each Participating Agency approves this Agreement, each of the Participating Agencies shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Participating Agency to being employees of WC3 for purposes of remaining within the IMRF.
- C. **IMRF Obligations.** If this Agreement is terminated by all Parties, the Participating Agencies shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of WC3. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Participating Agency discontinues being a member of WC3 for any reason, that former Participating Agency shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

8.3. Provision of Group Health Insurance and Group Life Insurance Benefits.

The Board of Directors and the Executive Director will take necessary actions to have the WC3 obtain group health insurance and group life insurance benefits from a health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The WC3 reserves the right to enter into one or more intergovernmental agreements with any of the Participating Agencies or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Participating Agency or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Initial Participating Agencies: (a) they are similarly constituted and operated non home rule units of local government; (b) they are taxing bodies located in Cook County, Illinois; (c) they share the common objective of delivering high quality 9-1-1 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider.

8.4. Information Technology (IT) and Specialty Services.

WC3's System must be operational and functional on a 24/7 basis and, therefore, the Board, the Operating Board and the Executive Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the WC3's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

8.5. Labor Contract Matters. The WC3 will engage in collective bargaining in advance of the expiration of current collective bargaining agreements governing the employment of the current dispatchers of the Participating Agencies to arrange for the transition from multiple PSAPS to the WC3 PSAP. A negotiating team, including the WC3's legal counsel, will represent the interests of the WC3 in the collective bargaining negotiations. The Board, in its discretion, will determine the members of the negotiating team. The Participating Agencies of the WC3 shall share equally the cost of fees associated with the legal representation during the collective bargaining process.

8.6. Resignation and Removal for Non-Attendance or Non-Cooperation.

- A. Attendance. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or Operating Board) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a two-thirds (2/3rds) of the Board, Committee or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board of Directors. In addition, any member of the Board of Directors, Operating Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.
- B. Non-Performance or Non-Cooperation. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or the Operating Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or the Operating Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a two-thirds (2/3rds) of the Board, Operating Board or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) days written notice

of the date, time and location of the hearing before the Board of Directors shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE IX INSURANCE

9.0. Required Insurance Coverage.

Upon approval of this Agreement, the Executive Director shall prepare and file an application on behalf of WC3 for membership to the Intergovernmental Risk Management Agency ("IRMA") or such other self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board of Directors.

The Board shall procure and maintain insurance, during the term of this Agreement, as usually held by public entities that operate dispatch centers. WC3's liability insurance shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers and agents of WC3, the members of WC3's Board of Directors and the Operating Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of WC3. The Participating Agencies, and their appointed and elected officials, employees, agents, representatives and volunteers, shall be named as additional insureds on all liability coverages maintained by WC3. The Board, in its discretion, may choose to procure and maintain any other coverages deemed advisable by the Board, in whole or in part, through WC3's participation in an intergovernmental self-insured risk pool or the commercial market, including but not limited to:

- A. Package Insurance Policy: Building, Fire and Casualty Insurance (Based on construction/reconstruction/replacement costs) including a list of facility locations and values with receivers/antennas/radio equipment, special form blanket coverage recommended.
- B. Contents (Furniture/Fixtures/Equipment Replacement), Equipment Breakdown coverage.
- C. Business Income and Extra Expense: with a limit at or greater than 50% of annual revenue.
- D. Portable Equipment (Tools/Equipment that are mainly used off premises).
- E. Crime Coverage - \$250,000 minimum including computer fraud/funds transfer and forgery/alteration with "faithful performance" included.
- F. General Liability (\$1,000,000 minimum per occurrence, \$2,000,000 Aggregate minimum).
- G. Employment Related Practices Liability Insurance (EPLI) \$1,000,000 minimum, claims made coverage with prior acts included.
- H. Cyber Liability - \$1,000,000 minimum limit, Cyber Extortion (Ransom) coverage.
- I. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error): (\$1,000,000 per occurrence minimum/claims

made coverage with prior acts included) (Umbrella coverage should provide additional coverage limits).

- J. Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no “owned” vehicles, then \$1,000,000 Hired and Non-Owned Policy.
- K. Workers Compensation: Statutory limits.
- L. Umbrella/Excess Liability: \$10,000,000 minimum coverage limits. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLI.

9.1. Notification of Participating Agencies’ Insurers; WC3’S Additional Insured Status.

As a condition of membership, each Participating Agency shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Agency in all aspects of the WC3 (and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Agency. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as “West Central Consolidated Communications” and the “West Central Consolidated Communications Joint Emergency Telephone System Board” (and all of the WC3’S officials, officers, employees, agents, representatives and volunteers) are additional insureds of the Participating Agency. Copies of the certificates of insurance and endorsements for each Participating Agency shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.

9.2. WC3’s Insurance; Participating Agency’s Additional Insured Status.

The WC3 shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Participating Agency of the WC3 (and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the WC3 (and the WC3 JETSB).

9.3 Primary Coverage.

For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Agencies shall be secondary to the insurance coverages maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers, shall be the first level of insurance coverage and the Participating Agencies’ insurance coverages shall be in excess of the WC3’s insurance coverages and will not contribute with such insurance coverages. Once the maximum level of insurance coverage maintained by the WC3 is exhausted, each of the Participating Agencies’ insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

9.4 The Village of North Riverside Ownership Interest in WC3 PSAP.

The Village of North Riverside, as the owner of the WC3 PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the WC3 PSAP that are not covered by the WC3's insurance. If there is a conflict in priority of insurance coverage, the WC3's insurance shall be primary to the Village of North Riverside's insurance coverages, as the WC3 is a tenant of the Village of North Riverside.

9.5. Reporting.

In the event of a claim, demand, lawsuit or other action filed against any Participating Agency or the WC3 or the WC3 JETSB and/or its officials, employees, agents, representatives and volunteers, the Participating Agency or the WC3 shall notify, in writing, each of the Participating Agencies so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Agency shall not affect coverage and the indemnification and defense obligations provided to the WC3 or the WC3 JETSB and/or its officials, employees, agents, representatives and volunteers.

9.6. Severability of Interests/Cross Liability.

The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.

9.7. All Coverage.

Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the Chair of the Board of the WC3 by certified mail, return receipt requested.

9.8. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

ARTICLE X ADDITIONAL MEMBERS

10.0. Eligibility.

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join WC3, as provided herein.

10.1. Approval of New Members.

Upon approval as required herein, a new member shall have those rights and obligations as set forth in an addendum to this Agreement that contains the terms and conditions of membership as agreed to by the Board of Directors and the new member. Approval of a new member shall be contingent upon each of the following:

- A. Approval and execution of an addendum to this Agreement;
- B. Delivery to WC3 of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of WC3;
- C. Payment to WC3 of a “non-refundable Capital and Operating Participation Fee” that relates to a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Executive Director, any WC3-retained consultant and/or WC3’s auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Executive Director, any WC3-retained consultant and/or WC3’s auditor;
- D. Timely payment of all fees, costs and financial obligations required by this Agreement, an addendum or as determined by the Board;
- E. The Board’s determination that WC3 can adequately serve the new member without diminishing the ability of WC3 to continue to serve the other Participating Agencies; and
- F. Approval by a unanimous vote of the Board.

ARTICLE XI WITHDRAWAL, TERMINATION AND DISSOLUTION

11.0. Voluntary Withdrawal.

An Initial Participating Agency may, at any time after sixty (60) consecutive months after the Effective Date of this Agreement, give written notice of its intent to withdraw from WC3, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) consecutive months after joining WC3, give written notice of its intent to withdraw from WC3, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

- A. Withdrawal shall not take effect for twenty-four (24) consecutive months from the date of such notification.

- B. Upon withdrawal, the withdrawing member shall continue to be responsible for:
- (1) Its share of all WC3 fees and costs through the effective date of its withdrawal or the end of its allocated share of all WC3 financial obligations;
 - (2) Any contractual obligations it has signed separately with WC3; and
 - (3) The Recapture Fee, as determined by the Board with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of WC3 as set forth herein.

11.1. Involuntary Withdrawal.

- A. Upon a two-thirds (2/3rds) vote of the Board of Directors, a Participating Agency's participation in the WC3 may be terminated for the following reasons:
- (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.
 - (2) Conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any of the terms of this Agreement, any adopted By-laws, or its service agreement or other applicable laws or governmental regulations.
 - (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board of Directors, the Operating Board, the Executive Director, or industry standards or applicable laws or governmental regulations in regard to the operation of the WC3 or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board of Directors shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of Section 11.4. (Dispute Resolution; Negotiation) below.

- B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) days of notice by WC3 as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of WC3, shall constitute a default under this Agreement. The default may be cured within the thirty (30) days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:
- (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) the Board of Directors.
 - (2) Upon withdrawal, the withdrawing Participating Agency shall continue to be

responsible for:

- a. Its share of all WC3 fees and costs and its allocated share of all WC3 financial obligations required by this Agreement for a one (1) year period commencing as of the date that the Board of Directors votes to terminate the membership of the Participating Agency;
- b. Any contractual obligations it has signed separately with WC3; and
- c. The Recapture Fee.

11.2. Termination and Dissolution.

- A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep WC3 operational, or upon the vote of two-thirds (2/3rds) of the Participating Agencies to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.
- B. Upon such termination, and after payment of all debts, all assets and all liabilities of WC3, remaining funds shall be distributed among those Participating Agencies who were active members of WC3 at the time of termination or dissolution, in proportion to their respective payments to WC3 during the preceding three (3) years. The Participating Agencies shall share equally in all costs pertaining to debts and liabilities of WC3 and any other costs associated with terminating the operations of WC3 and the dissolution of WC3. As part of a dissolution of WC3 and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.
- C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the WC3 as follows:
 - (1) The fixed assets of the WC3 shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Agencies at the time of dissolution in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Participating Agencies, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.
 - (2) All Participating Agencies shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of WC3 and any other costs, fees and charges associated with terminating the operations of WC3 and the dissolution of WC3.
 - (3) As part of a dissolution of WC3 and a termination of this Agreement, a

Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board of Directors, with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor, will determine the value of any Recapture Fees.

- (4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

11.3. Withdrawal of Participating Agency or Dissolution of WC3; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the WC3, all monies that are allocated or attributable to the Participating Agency that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of WC3's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be made available to the Participating Agency for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in WC3 or its withdrawal from WC3 or the dissolution of WC3 have been fully paid.

11.4 Dispute Resolution; Negotiation.

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in WC3 or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board of Directors, the Operating Board, the Executive Director or one or more Participating Agencies) shall be served on the Executive Director and upon the Participating Agency at issue as provided in Article XVI of this Agreement. The written notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Executive Director then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director shall update the Board of Directors and the Operating Board on the status of such dispute resolution efforts.

ARTICLE XII CONTRACTS

12.0. Execution of Contracts.

The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of WC3, and such authority may be general or confined to specific instances.

ARTICLE XIII DISPATCH CENTER AND FACILITIES

13.0. WC3 Dispatch Center - Primary.

The Village of North Riverside currently operates a full service dispatch center from a facility located at 2359 South Desplaines Avenue, North Riverside, Illinois (the "North Riverside Dispatch Facility"). Under this Agreement, the North Riverside Dispatch Facility shall be the primary site where WC3 dispatchers and other WC3 employees work on a daily basis and provide Dispatch Services (also referred to as the "WC3 Dispatch Center" or "WC3 PSAP"). Under this Agreement, the North Riverside Dispatch Facility also shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the WC3 PSAP and the System.

13.1. WC3 Dispatch Center – Backup Dispatch Center.

The Berwyn Dispatch Facility, owned and operated by the City Berwyn, Illinois and located at 401 West 31st Street, Berwyn, Illinois, shall serve as the back-up dispatch facility for purposes of performing Dispatch Services for WC3 (referred to as "WC3 Backup PSAP") pursuant to a separate intergovernmental agreement to be entered into by the WC3 and the City of Berwyn. The WC3 PSAP and the WC3 Back-Up PSAP are collectively referred to in this Agreement as the "WC3 PSAPS". Under the separate intergovernmental agreement, the Berwyn PSAP and the WC3 PSAP will serve as backup PSAPs for the other. In the event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action and secure the necessary state approvals to enter into an intergovernmental agreement with another unit of local government for backup PSAP services.

13.2. Provision of Dispatch Services.

Dispatch Services shall be provided by the WC3 Dispatch Center in accordance with the WC3 Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Executive Director and the Operating Board. A copy of the WC3 Dispatch Center Policies and Procedures Manual shall be incorporated by reference into this Agreement and made a part hereof.

13.3. Lease of WC3 Dispatch Center.

For the duration of this Agreement, the Village of North Riverside agrees to lease WC3 Dispatch Center and all of its fixtures and existing equipment to the WC3, for \$1.00 per year, for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, the WC3 and its officials, officers and employees shall have a right of access in WC3 Dispatch Center for purposes of maintaining and operating the System and complying with the obligations of this Agreement. Upon

termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to WC3 Dispatch Center shall terminate without further notice or action by WC3 or any Participating Agencies.

- A. **Termination of Agreement.** At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to WC3's operations that are installed or located within WC3 Dispatch Center shall automatically be declared by WC3 to be surplus property and shall be conveyed to the then-owners of WC3 Dispatch Center, subject to payment of Recapture Fees by the Participating Agencies who own those buildings. Unless otherwise agreed to in writing, WC3 and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in WC3 Dispatch Center.
- B. **Termination or Withdrawal by Brookfield or Riverside.** In the event that Brookfield or Riverside withdraws from or terminates its participation in the WC3, then the respective lease arrangement provided by this Agreement for the WC3 Dispatch Center as to the withdrawing party shall also terminate, subject to payment of Recapture Fees as determined by the Board of Directors.

13.4. Training of Dispatch Center Personnel.

All WC3 Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center equipment, computers and other technology in accordance with applicable laws and regulations and the WC3 Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

13.5. Radio Transmission Intergovernmental Cooperation Agreement.

The Board of Directors with input from the Executive Director, the Operating Board and any technology consultants shall evaluate and determine what radio frequency transmission system ("RFTS") is required for the WC3 and the WC3 PSAP for purposes of operating a police department-related RFTS and a fire department RFTS to serve the Participating Agencies and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The WC3 shall obtain and comply with all applicable Federal Communications Commission ("FCC"), state, county and local radio license, equipment and operational laws and regulations.

13.5.1. Radio Transmission Obligations. The Participating Agencies and any Non-Members, at their own cost, are required to obtain, maintain and upgrade, as needed, their own radio infrastructure and radio signals to be delivered to the WC3 PSAP or the WC3 Backup PSAP and to receive such radio signals from the WC3 PSAP or the WC3 Backup PSAP in a manner that is compatible with the capabilities of the RFTS operated by the WC3 PSAP and the WC3 Backup PSAP.

13.6. Registration and Certification.

The Executive Director, or his/her designee, shall communicate with and prepare and file all required documents with the Illinois Commerce Commission (pre-January 1, 2017) or the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police (post-January 1, 2017) and such other local, county, state and federal regulatory agencies to obtain and then maintain and update WC3's regulatory registrations, certifications, licenses and approvals.

13.7. Accreditation.

The Board of Directors, with input from the Operating Board and the Executive Director, may explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the WC3. The Board of Directors may determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that WC3 has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

13.8. Member Equipment.

Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to the WC3 or the WC3 PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, and wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by the WC3 shall be resolved under Section 11.4 (Dispute Resolution; Negotiation) below.

13.9. Inmate Detention Area at North Riverside Dispatch Center. Any arresting authority (i.e., a law enforcement agency) who is affiliated with the WC3 (e.g., a Member or Non-Member with a service agreement) may use the inmate detention facility at the Village of North Riverside Police Station / WC3 PSAP; however, the arresting authority shall be responsible to provide or pay to the Village of North Riverside an agreed upon fee for each inmate held, which relates to meals and detention and processing costs, and the arresting authority shall also be obligated to directly pay all medical service providers or medical billing companies for all medical expenses incurred for medical care or treatment relating to the arrestee on account of an injury suffered by the arrestee during the course of his/her arrest or while in the custody of the arresting authority. The Village of North Riverside Police Department shall provide monitoring of inmates at the lockup at no charge to the arresting authority.

ARTICLE XIV INDEMNIFICATION

14.0. Indemnification Generally.

14.1. Individuals.

The WC3 shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Participating Agencies (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the WC3, against and from any expenses (including reasonable

attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or any acts or omissions in the performance of any services or work furnished by the person under this Agreement, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.2. Participating Agency or Participating Agencies.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the WC3 agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the WC3 and its officials, officers, employees, agents, representatives and volunteers and any of its Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the WC3 shall indemnify, defend and hold harmless any Participating Agency who is made a party to any claim, lawsuit, action or proceeding by reason of the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or the performance of any services or work by any of the officials, officers, employees, agents, representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" or any actions taken by other Participating Agencies or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or any acts or omissions in the performance of any services or work furnished by any of its representatives for the WC3 or any acts or omissions in the performance of any services or work furnished by other Participating Agencies or their representatives or other third parties, except to the extent caused by the sole negligence of the Participating Agency or its representative, or to the extent caused by willful and wanton conduct of the Participating Agency or its representative or any conduct that is outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3. The determination of whether a Participating Agency or its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Participating Agency or its representative (its officials, officers, employees, agents, representatives and volunteers) seeking indemnification or such Participating Agency or its representative acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.3. Not Employees of WC3.

The officials, officers, employees, agents, representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" shall not be employees of the WC3 and shall not be eligible for any kind of employment benefits from the WC3, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

14.4. Participating Agencies Responsible for Own Employment Benefits Liabilities.

Each Participating Agency shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.5. Waiver of Claims.

Each Participating Agency waives and releases all claims, actions and causes of actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against WC3 or any of its other Participating Agencies relating to any employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.6. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Agencies agrees to defend, indemnify and hold harmless each of the other Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Agency, or its respective appointed and elected officials, employees, agents, representatives and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the WC3 and any of its appointed officials, employees, agents and representatives, including the members of the WC3 JETSB, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Agencies, or its respective appointed and elected officials, employees, agents, representatives and volunteers.

14.7. Indemnification – New Participating Agencies.

Each new Participating Agency shall be obligated to sign an Addendum to this Agreement in order to participate in the WC3, and shall be obligated to comply with all of the terms of this Agreement, as amended, including the above Indemnification provision or any amendments thereto.

ARTICLE XV PUBLIC WORKS / ESDA / ADMINISTRATIVE DISPATCHING

15.0. Other Dispatching Services.

Subject to an evaluation by the Operating Board of WC3's capabilities and its ability to deliver such dispatching services and their associated additional costs to WC3, each Participating Agency may receive public works services, management services and/or administrative services from WC3, in the discretion of the Board of Directors. If there are additional costs to deliver such dispatching services, the Board of Directors shall determine the allocation of payment of such costs based on a recommendation of the Operating Board.

ARTICLE XVI LEAD AGENCY

16.0. Lead Agency.

Subject to approval by the Board of Directors, the WC3 may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the WC3 and other third parties, including any of its Participating Agencies.

16.1. Intergovernmental Arrangements.

Subject to approval by the Board of Directors, the WC3 may enter into appropriate intergovernmental agreements with one or more Participating Agencies or with other third parties for any lawful, public purposes.

ARTICLE XVII MISCELLANEOUS

17.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of WC3 shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form WC3. No officer, agent, employee or director of WC3 shall have any authority under this Agreement to extend the contractual liability of any party hereto in any manner not approved by the Board of Directors.

17.1. Amendments.

17.1.1. Amendments to any portion of this Agreement that pertain to administrative or operational matters regarding the WC3 and its Board or the Executive Director, shall be

authorized by the Board and do not require approval of the Corporate Authorities of each of the Participating Agencies. Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement, and transmitted to the Corporate Authorities of each of the Participating Agencies.

17.1.2. Amendments to this Agreement that pertain to membership and admission of new Members, scope of Services to be delivered by the WC3 that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under Section 16.1. shall be subject to prior written approval of the Corporate Authorities of each of the Participating Agencies. Such amendments to this Agreement shall be made by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement

17.3. Duration.

This Agreement and WC3 shall continue in effect until terminated as provided herein.

17.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Participating Agencies agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Section 11.4 (Dispute Resolution; Négotiation) above.

17.5. Assignment.

The rights or obligations of each Participating Agency under this Agreement may not be transferred.

17.6. Severability.

If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

17.7. Notices.

Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices addressed to the Mayor or Village President or the Village Administrator/Village Manager. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.

17.8. Headings.

Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR VILLAGE OF RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of Riverside has signed this Agreement pursuant to legal authorization granted to him under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Riverside.

Village of Riverside

_____, Village President

Date: _____, 2016

Attest:

_____, Village Clerk

Date: _____, 2016

SIGNATURE PAGE FOR VILLAGE OF NORTH RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of North Riverside has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of North Riverside.

Village of North Riverside

_____, Village President

Date: _____, 2016

Attest:

_____, Village Clerk

Date: _____, 2016

SIGNATURE PAGE FOR VILLAGE OF BROOKFIELD

IN WITNESS WHEREOF, the below authorized official of the Village of Brookfield has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Brookfield.

Village of Brookfield

_____, Village President

Date: _____, 2016

Attest:

_____, Village Clerk

Date: _____, 2016

Exhibit “A”

Start-Up Operating Budget

(incorporated by reference)

Exhibit “B”

Capital Implementation Budget and Annual Capital Budgets

(incorporated by reference)

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
“WEST CENTRAL CONSOLIDATED COMMUNICATIONS (“WC3”)”
FOR THE OPERATION AND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(Village of Brookfield, Cook County, Illinois)

WHEREAS, the Village of Brookfield, an Illinois municipal corporation (“Brookfield”), the Village of North Riverside, an Illinois municipal corporation (“North Riverside”), and the Village of Riverside, an Illinois municipal corporation (“Riverside”), (collectively referred to as the “Participating Agencies”), desire to enter into an intergovernmental agreement, entitled “Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As ‘West Central Consolidated Communications’ (“WC3”) For The Operation and Maintenance Of A Combined Dispatch And Communication System” (the “IGA”), for the purpose of establishing an intergovernmental cooperative venture known as the “West Central Consolidated Communications” (also referred to as “WC3”) for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the “System”) that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit “A” and made a part hereof; and

WHEREAS, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the “Services”); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. The Participating Agencies also have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering points (“PSAP”). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to consolidate their existing PSAPs. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1

communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under the attached IGA, the Participating Agencies agree to cooperate in the preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at the North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois ("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of the attached IGA; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish, by intergovernmental agreement, a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("local ETSBs") are terminated by ordinances that rescind their establishment, authority and operational functions. At the same time they approved this Resolution, the Participating Agencies agreed to adopt the necessary ordinances to dissolve their local ETSBs, subject to continuing to operate their own local ETSBs until the WC3's Joint Emergency Telephone System Board ("WC3 JETSB") is certified and authorized to operate by the IDSP or any other governmental agency with oversight jurisdiction. Once the local ETSBs are terminated, the WC3 JETSB will assist with the funding of the operations, maintenance, upgrades and staffing of the WC3 PSAP and the System under the terms of the IGA. The Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) also authorize the collection of surcharges to assist with the delivery of 911 services and wireless E-911 services. While in existence, the local ETSBs of the Participating Agencies, in their discretion, may allocate none, all, or a portion of their own surcharge funds to the WC3 JETSB in accordance with the terms of the IGA; and

WHEREAS, the attached IGA recognizes and provides for the funding sources and cost sharing obligations of the Participating Agencies for the WC3, its WC3 PSAP and any backup PSAP because the surcharge funds and other ETSB funds that will be received and allocated by the State of Illinois will not fully fund the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP. Per the cost sharing provisions of the IGA, the Participating Agencies are responsible for fully funding the operations, maintenance, upgrades and staffing of the WC3 and its WC3 PSAP and any backup PSAP, as the surcharge funds and other ETSB funds received from the State of Illinois will not be adequate to provide a full level of funding for such activities; and

WHEREAS, in order to participate in the formation of the WC3, the corporate authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois find that it is in the Village's best interests to authorize the approval and execution of the IGA in order to participate in the formation of the WC3 to receive the benefits of the Services to be provided by the WC3; and

WHEREAS, the corporate authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*),

Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)).

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Brookfield, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA") (attached as **Exhibit "A"**). In addition, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute and submit signed original signature pages of the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the Village's obligations under the IGA. The Village Clerk shall transmit signed original signature pages of the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2016, by the Village President of the Village of Brookfield, Illinois, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
"WEST CENTRAL CONSOLIDATED COMMUNICATIONS" ("WC3")
FOR THE OPERATION AND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(attached)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

CERTIFICATE

I, Brigid Weber, the duly elected and qualified Village Clerk of the Village of Brookfield, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 16-

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
“WEST CENTRAL CONSOLIDATED COMMUNICATIONS (“WC3”)
FOR THE OPERATION AND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(Village of Brookfield, Cook County, Illinois)

which was passed by the Board of Trustees of the Village of Brookfield at a Regular Meeting held on the ____ day of _____, 2016, at which meeting a quorum was present, and approved by the Village President of the Village of Brookfield on the ____ day of _____, 2016.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Brookfield was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Brookfield, and that the result of said vote was as follows, to-wit:

AYES: _____

YAYS:

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Brookfield, Illinois, this day of , 2016.

Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

(Village of Brookfield, Cook County, Illinois)

WHEREAS, the Village of Brookfield (the "Village" or "Brookfield") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Chapter 18 (Emergency Management And Services), Article 2 (Emergency Communication), Section 18-32 (ETS Board) of the Code of Ordinances of the Village of Brookfield, as amended (the "Code"); and

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WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSBB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

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WHEREAS, the corporate authorities of the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside") (collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3's Joint Emergency Telephone System Board ("WC3 JETSBB"). The Villages were authorized to approve the WC3 Intergovernmental Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the

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Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the WC3 Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority; and

WHEREAS, under Article VI (Operating Board), Section 6.0 (Composition) of the WC3 Intergovernmental Agreement, the members of the WC3'S Operating Board shall also serve as the members of WC3'S Joint Emergency Telephone System Board ("WC3 JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*); and

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WHEREAS, in order to participate in the WC3 under the WC3 Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

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WHEREAS, the President and Board of Trustees of the Village of Brookfield desire to amend the provisions of Chapter 18 (Emergency Management and Services), Article 2 (Emergency Communication), Section 18-32 (ETS Board) of the Code to recognize the Village's participation in the WC3 Intergovernmental Agreement and the establishment of WC3'S JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the IDSP or such other governmental agency with regulatory oversight authority; and

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WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of Brookfield find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

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BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 18 (Emergency Management and Services), Article 2 (Emergency Communication), Section 18-32 (ETSB Board) of the Code of Ordinances of the Village of Brookfield, as amended, shall be further amended to read in its entirety as follows:

“CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES)

ARTICLE 2 (EMERGENCY COMMUNICATION)

SECTION 18-32 (JOINT EMERGENCY TELEPHONE SYSTEM BOARD)

18-32-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

18-32-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

18-32-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

18-32-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

- A. Establishment. Pursuant to **Resolution No. 16-????** (adopted on _____, 2016), the Village approved an intergovernmental agreement entitled “Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As ‘West Central Consolidated Communications’ (‘WC3’) For The Operation and Maintenance Of A Combined Dispatch And Communication System” (the “WC3 Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “West Central Consolidated Communications” (also referred to as “WC3”) for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the “System”). The WC3 Intergovernmental Agreement also provided for the creation of the WC3’S Joint Emergency Telephone System Board (“WC3 JETSB”).
- B. Membership; Authority and Duties. The members of WC3’S Joint Emergency Telephone System Board shall be comprised of the members of the WC3’S Operating Board. The authority and duties of WC3’S Joint Emergency Telephone System Board shall be governed by Article VI (Operating Board) of the WC3 Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and any other applicable laws.

18-32-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

- A. Dissolution of Local ETSB. Pursuant to **Ordinance No. 16-????** (adopted _____, 2016), the Village’s ETSB was dissolved effective upon the date of the regulatory approval of the WC3and WC3’S JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

18-32-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

- A. Use of ETSB Funds. Under the WC3 Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget in accordance with

the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*).

- B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the WC3 Intergovernmental Agreement and the Village's continued participation in WC3, all monies received or collected by the Village that are intended to be used to pay for the operation, upgrade and maintenance of WC3's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or State law."

~~Sec. 18-32. ETS board.~~

~~(a) The board of trustees has established an emergency telephone system board (ETS board). The membership and makeup of the ETS board shall at all times comply with state law regarding the board's membership number, membership qualifications, membership demographic distribution, powers, authorities, duties and responsibilities.~~

~~(b) All monies received by the ETS board shall be deposited into an Emergency Telephone System Fund. The village treasurer shall be the custodian of the fund. All interest accruing on the fund shall remain in the fund. No expenditures may be made from such fund except upon the direction of the ETS board by resolution passed by a majority of all members of the board. Expenditures may be made only to pay for the cost associated with the following:~~

- ~~(1) The design of the emergency telephone system.~~
- ~~(2) The coding of an initial master street address guide database and update and maintenance thereof.~~
- ~~(3) The repayment of any monies advanced for the implementation of the system.~~
- ~~(4) The charges for automatic number identification and automatic location identification equipment, and maintenance, replacement and update thereof.~~
- ~~(5) The nonrecurring charges related to installation of the emergency telephone system and the ongoing network charges.~~
- ~~(6) Other products and services necessary for the implementation, upgrade and maintenance of the system and including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. The costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who, are and equipment that is dispatched, in response to an emergency call.~~

~~(Code 1964, § 33-12; Ord. No. 91-19, 7-22-1991; Ord. 92-8, 3-9-1992)~~

SECTION 3: This Ordinance shall become effective and enforceable only upon the following conditions being met:

- A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.
- B. Adoption by the other two Participating Agencies (North Riverside and Riverside) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
- C. Regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.

SECTION 4: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Code of Ordinances of the Village of Brookfield, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. Except as to the above amendments, all Titles, Chapters, Articles and Sections of the Code of Ordinances of the Village of Brookfield, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

AYES:

NAYS:

ABSENT:

PASSED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois at a Regular Meeting thereof, held on the ___ day of _____, 2016, and approved by me as Village President on the same day.

Village President

ATTEST:

Village Clerk

This Ordinance was published by me in pamphlet form on the ___ day of _____, 2016.

Village Clerk

COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Brigid Weber, Clerk of the Village of Brookfield, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

AN ORDINANCE AMENDING

CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

which Ordinance was passed by the Board of Trustees of the Village of Brookfield at a Regular Village Board Meeting on the ____ day of _____, 2016, at which meeting a quorum was present, and approved by the Village President of the Village of Brookfield on the ____ day of _____, 2016.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Brookfield was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Brookfield, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Brookfield, this ____ day of _____, 2016.

Village Clerk

SEAL



COMMITTEE ITEM MEMO

ITEM: 2016 Public Works Road Grader Purchase

COMMITTEE DATE: June 13, 2016

PREPARED BY: Kenneth L. Blaauw, P.E. Director of Public Works

PURPOSE: Provide an update on the quotes for the road grader purchase

BUDGET:

BACKGROUND:

The Public Works Department maintains the aggregate alleys throughout the village. The alley crew typically starts in the early spring when the frost layer thaws and works continuously until the fall of each year when the weather conditions do not allow further maintenance. In 2015, our 2003 Champion Road Grader experienced multiple breakdowns, Public Works rented multiple graders to complete the alley maintenance and to compare newer machines to the Champion. With the various rental machines, we noticed two items that we think will help our alley program. The first item is the weight of the grader, we recommend a heavier machine for the additional horsepower the engine will create and the downforce that can be placed on the cutting edge. Our Champion grader does not create enough downforce on the blade to cut into the aggregate alleys. It is necessary to cut into the alleys to change the slope or pitch of the aggregate to improve drainage. Additional horsepower is needed to move the machine while the blade is cutting. The second item is a rear scarifier. Our Champion grader has a front mounted scarifier and it does not generate enough downforce to cut into the alleys. We tried rental machines with mid-mount and rear mount scarifiers. We favor the rear mount scarifiers because it was most effective in loosening the aggregate in the alleys. Over the past several months Public Works has been talking with all of the local equipment suppliers, and we have obtained four quotes on road graders that have the standard equipment and options to improve our alley operations.

ATTACHMENTS:

1. Quote from McCann Equipment for a Case 845B Motor Grader \$180,595.00, all options included, delivery 20-24 weeks
2. Quote from Patten CAT for a Caterpillar 120M2 Motor Grader \$199,500.00, plus \$7700 for the front dozer blade, delivery 16-20 weeks
3. Quote from West Side Tractor for a John Deere 670G Motor Grader \$228,100.00, plus \$9600 for the front dozer blade, delivery 8-10 weeks
4. E-mail from McAllister Equipment for a new 2007 Volvo G976 Motor Grader \$225,000.00, no options available

STAFF RECOMMENDATION:

John Deere, Caterpillar, and Case control the majority of the motor grader industry in the United States. West Side Tractor (John Deere) and Patten CAT felt that their municipal pricing would be as good as HGAC or better when transportation and management fees were included into the HGAC pricing.

McCann Equipment has included three years of maintenance with the purchase of the Case Road Grader, and free training at their Tomahawk, Wisconsin training site. John Deere and Caterpillar offer basic training when the machine is delivered, but training at their facilities would be an additional charge.

John Deere let Public Works use a road grader during the summer of 2015. This machine became our baseline for obtaining quotes. Our mechanics recently went up to the McHenry County Highway Department to view a Case road grader they recently purchased. Caterpillar Equipment could neither offer Public Works a machine to use, or a location to look at a current model.

One major difference between the machines is the operator controls. John Deere and Case use a steering wheel to control the machine, while Caterpillar uses joystick controls. Public Works employees have shown a preference toward the machines with a steering wheel. John Deere has the shortest delivery date which would potentially allow Public Works to use the machine in 2016. But the price, optional equipment, warranty, and training included by McCann Equipment on the Case Motor Grader makes this machine a great value even though we would not be able to make an impact with this machine until 2017.

Public Works preference is to recommend the purchase of the Case Motor Grader from McCann equipment in the amount of \$180,595.00.

REQUESTED COURSE OF ACTION:

Approve the purchase of the 2016 Case 845B Motor Grader from McCann Equipment in the amount of \$180,595.00.



Bolingbrook
250 E Frontage Rd
Bolingbrook, IL 60440
Ph (630) 739-7770
Fx (630) 739-7699

McHenry
4102 W Crystal Lake Rd
McHenry, IL 60050
Ph (815) 385-0420
Fx (815) 385-2975

Schererville
1133 Indianapolis Blvd
Schererville, IN 46375
Ph (219) 865-6545
Fx (219) 865-0269

QUOTATION

Contact:	<u>Kenneth Blaauw</u>	Title:	<u>Director of Public Works</u>	
Name:	<u>Village of Brookfield</u>	Date:	<u>5/20/2016</u>	
Address:	<u>4545 Eberly Ave.</u>			
City:	<u>Brookfield</u>	State:	<u>IL</u>	Zip: <u>60153</u>
Phone:	<u>708-485-2540 x 2965</u>	Fax:	<u></u>	
Email:	<u>kblaauw@brookfieldil.gov</u>			

IT IS MY PLEASURE TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION:

MODEL: Case 845 B MOTOR GRADER	\$	180,595
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STANDARD FEATURES

DIESEL ENGINE:

Case / FPT 6.7 L
Electronic controlled
Tier III certified
Dual horsepower (Kilowatts) per SAE J1995:
- Gross 150/173 Hp (112/129 kW) @ 2200 RPM
- Net 140/160 Hp (104/119 kW) @ 2200 RPM
Tilt up rear hood
Single piece drop down side panels
Charge air cooler
Common rail injection
Grid heater

POWER TRAIN:

Rear Axle
Differential Lock
Outboard planetary wet disc brakes
Front Axle, High Strength with
25" ground clearance
19° oscillation to each side
17.5° wheel lean to left and right
14.00 x 24 12PR (9" 1piece rim)

HYDRAULICS:

Closed center, load sensing hydraulic system
Variable displacement pump
Controls for all hydraulic functions
9 section control valve
Front attachment piping
Hydraulic moldboard side shift and pitch
Saddle with 5 positions
12"x.875" thick moldboard
Rear pull hook
Eight (8) hydraulic diagnostic quick couplers
Hydraulic driven cooling fan

TRANSMISSION:

Direct drive countershaft powershift transmission
with electronic shift control and inching pedal
8 forward / 4 reverse speeds
Onboard diagnostics
Automatic electronic control shifting
Single lever bump style shifter

OPERATOR STATION:

ROPS Cab - Low Profile
Air conditioner, heater/defroster, pressurizer
Sound suppression insulation - 75 dBA in cab
FOPS: SAEJ231 ROPS: SAEJ1040
Pneumatic cloth seat
Front and rear wipers with washer
Tinted Safety glass
Dome lights
Inside rearview mirror
Outside rearview mirrors, breakaway style
Sunshade, front & rear
Cup holder
Storage tray
12 volt outlet (8 amp)
Lighter
Radio Ready
Master switch
Retractable 76 mm (3") seat belt
Left and right cab doors
Left and right steps
Case Exclusive
Pro Care Program
3 Year Full Machine Warranty
3 Year Scheduled Maintenance
3 Year Telematics

INSTRUMENTS:

Gauges: Audible and/or visible data
monitor system:
Engine oil pressure
Engine coolant temperature
Fuel level
Transmission oil pressure
Transmission oil temperature
Brake oil pressure
Battery charge
Hourmeter
Speedometer
Tachometer
Parking brake applied
Air and hydraulic oil filter restriction

ELECTRICAL:

24-volt system
2 headlights
Turn signals, front and rear
2 stop / tail lights
2 cab mounted rear flood lights
2 cab mounted front flood lights
2 work lights, above the moldboard
Backup alarm
90 Amp alternator
Swing out batteries (2)
Additional Features
Front Dozer Blade
Heavy Duty Rear Ripper
Cold Weather Package
Strobe Light w Deluxe Lighting Packag
Moldboard Corner Reinforcements
Moldboard Lift and Side Circle Shift
Bi Directional Fan Drive

Ken Schmidt - 630-878-8396

Account Manager's Signature



Quote 112662-01

May 19, 2016

VILLAGE OF BROOKFIELD
4545 EBERLY AVE
BROOKFIELD
Illinois
60513

Attention: KEN BLAAUW

Dear Ken,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 120M2 BR MOTOR GRADER

ASK ABOUT THE "CAT PAYS YOU BACK" FUEL CONSUMPTION REBATE PROGRAM FOR THIS MACHINE
(PLEASE SEE ATTACHED BROCHURE)

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2016

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Bryan Winek

Bryan Winek
Machine Sales Representative

CATERPILLAR Model: 120M2 BR MOTOR GRADER**STANDARD EQUIPMENT**

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator -through messenger and - automatic dust ejector -Air-to-air after cooler (ATAAC) -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, AUTO -Drain, engine oil, ecology -Engine, C7.1 with ACERT technology, -diesel, with automatic engine derate -and idle control -Meets U.S. EPA Tier 4 and -EU Stage IIIB emission standards -Fuel-water separator -Parking brake, multi-disc, sealed and -Oil cooled -Priming pump, fuel -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP (Variable Horsepower Plus) -EIS (Engine Idle Shutdown) -Alarm, back-up

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Electrical system, 24 volt -Grade Control Ready -- cab harness -software -- bosses -brackets -- electrical hydraulic valves -Lights, reversing -Lights, roading, roof-mounted -Lights, stop and tail, LED -Product Link ready -Starter, electric

OPERATOR ENVIRONMENT -Air Conditioning with heater -Display, digital speed and gear -Gauge, machine level - Gauges (analog) inside the cab -Includes: fuel --articulation -engine coolant temp -- engine RPM - hydraulic oil temp -- regeneration -Joystick, adjustable armrests -Joystick gear selection -Joystick hydraulic controls -- right/left blade lift w/float position -- front wheel lean and articulation -- blade side shift and tip -circle drive -- center shift - steering - Joystick hydraulic power steering -Ladders, cab, left and right side -Messenger operator information -system -Meter, hour, digital -Mirror, inside rearview, wide angle -ROPS cab, sound suppressed -70dB(A) -ISO 6394 -Seat, cloth-covered, comfort -suspension -Seat belt, retractable 3" -Storage area for cooler/lunchbox -Throttle control, electronic -Windows: laminated glass -- fixed front with intermittent wiper -- side and rear (3) -Cab Storage -Accumulators, brake, dual certified

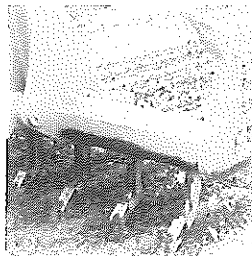
OTHER STANDARD EQUIPMENT -Accumulators, brake, dual certified -CD ROM Parts Book -Clutch, circle drive slip -Cutting edges, 6" x 5/8" (152mm x 16mm) -curved DH-2 steel, 3/4" mounting bolts -(19mm) -Doors, 4, engine compartment, (two left -hand, two right hand,) locking -Drawbar, 4 shoe with replaceable wear -strips -Endbits, 5/8" (16mm) DH-2 steel, 3/4" -(19mm) mounting bolts -Fuel tank, 100 gallon (378 L) -Ground level engine shutdown - Hammer (emergency exit) -Moldboard, 12'x 24" x 7/8" (3658mm x -610mm x 22mm) -Pump, hydr, high capacity (98cc/6cu in) -Radiator, cleanout access (both sides -with swing doors) -Secondary steering -SOS ports, engine, hydraulic -transmission, coolant, fuel



MACHINE SPECIFICATIONS

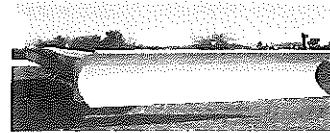
Description	Reference No
120M2 MOTOR GRADER	353-2916
TIRES, 14.0R24 BS VUT * L2 MP	252-0720
DRAWBAR, 4 SHOE CIRCLE GUIDES	253-4626
HEATER, ENGINE COOLANT, 120V	255-1336
FENDERS, FRONT, NON-AWD	308-7368
LINES, STANDARD W/O ACCUMULATOR	309-0760
LANGUAGE, ENGLISH	310-0685
LIFT GROUP, MANUAL, FRONT	312-2204
BASE + 4 (WM, WT, FL, RIP)	325-3006
STARTING, (50 MT)	325-6335
LIGHTS, BRAKE AND BACK-UP	331-6793
LIGHT, LED WARNING STROBE	338-1132
MIRRORS, OUTSIDE HEATED 24V	344-0984
MOLDBOARD, 12'	349-3046
GLOBAL ARRANGEMENT	353-2886
WEATHER, COLD PLUS	353-2893
PRECLEANER, SY-KLONE	356-1437
JOYSTICK CONTROLS, BASIC	357-9151
MOUNTING, FRONT LIFT	359-3925
NO ACCUGRADE	362-5222
INSTALLATION ARRANGEMENT	365-2196
STARTING AID - ETHER	373-8181
CAB, PLUS	390-6789
SNOW ARRANGEMENT	393-1562
COMFORT PACKAGE 2	397-5305
ENGINE AR, EPA/ARB FLEX	450-2354
ANTIFREEZE WINDSHIELD WASHER	0P-1939
ROLL ON-ROLL OFF	0P-2265
LANE 2 ORDER	0P-9002
COOLANT, 50/50, -35C (-31F)	447-0898
PRODUCT LINK, CELLULAR PLE641	464-6443
RIPPER/SCARIFIER	332-2305
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330

RIPPER-SCARIFIER, REAR



2016 Caterpillar List Price	\$407,903.00
FREIGHT & DEALER PREP	\$2,260.00
USA GOVERNMENTAL DISCOUNT	(\$210,663.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$199,500.00

Optional Caterpillar MG Front Blade
Your Price if Purchased With The Machine **\$6,980.00**
Installation would be **\$675.00**



WARRANTY

Standard Warranty: 12 Months/Unlimited Hours Full Machine

F.O.B/TERMS

Village of Brookfield Yard

ADDITIONAL CONSIDERATIONS

Options to Add Extended Governmental Warranties: You have the option to add extended machine warranty. We can tailor these options available to you however you want. Just tell us what you need and we will do our best to meet or exceed your expectations. Here are just a few examples of some Extended Warranty options:

36 Months or 5,000 Hours Powertrain Add \$2,840.00
36 Months or 5,000 Hours Powertrain & Hydraulics Add \$6,050.00
36 Months or 5,000 Hours Total Machine Warranty Add \$7,800.00

Some exclusion applies, Please contact your Patten Sales Representative for complete details.

- Delivery is 14-17 weeks

Accepted by _____ on _____

Signature



Kenneth Blaauw

From: Pat Carroll <pcarroll@westsidetractorsales.com>
Sent: Thursday, May 19, 2016 9:37 PM
To: Kenneth Blaauw
Cc: Justin Carroll
Subject: Re: John Deere Grader Info
Attachments: Brookfield 670G 5-19-16.pdf; Cat Grader interior view.jpg; Cat Grader.jpg

Kenneth,

It would be foolish of me to think price does not play a factor in what you purchase. I have revised my quote and sharpened my pencil. I highlighted the differences in the new quote. Notably I changed the Tires from Michelin Radials to Titan Bias. I switched the lighting package from deluxe Grading lights (10) to drive lights (4) bringing the price of our grader down to 207,700. If you could do with out the rear ripper that would easily get us below 200,000

A word about my competitors I doubt you had the opportunity to Demo a cat grader because Patten does not stock the size machine you are looking for and they didn't make the effort to get you one. This Grader has no steering wheel, I have attached pictures. Cat encourages that your operators spend a minimum of 1/2 a day in the simulator at the dealer before ever running the machine. I have multiple customers who have multiple graders that have not bought a cat grader since the switch to joystick steering.

As for Case I have never seen their grader so I can not comment.

I know that one of your major concerns in getting a grader was to stick with a major manufacture so you do not have the issues you have with your champion.

West Side also represents a grader that is perfect for Maintaining alleys made by NorAm. The village of Evergreen Park has one. You could get a new NorAm 65e for around \$120,000.00.

Thank you for the opportunity to quote your needs attached is the revised 670G grader quote.

Thank You

On Thu, May 19, 2016 at 2:24 PM, Kenneth Blaauw <KBlaauw@brookfieldil.gov> wrote:

Pat,

I am finalizing my paperwork to the Village President and Board of Trustees for the road grader purchase. I wanted to let you know that I have quotes from Caterpillar and Case for less than \$200K. I think overall John Deere is the industry leader in road graders, but at some point price will matter to the village board.

If you would like to revise your quote, I need to submit my paperwork by 12:00PM on Friday.

West Side Tractor Sales

600 Walnut Court • Rockdale, IL 60436
(815) 730-9011 • Fax (815) 730-9036



PRICE QUOTATION

TO:	COMPANY NAME:	DATE:	
	BROOKFIELD, VILLAGE OF	May 19, 2016	
	ADDRESS:	MODEL NUMBER:	WSTS STOCK NUMBER:
	8820 BROOKFIELD AVE	670G FT4	New Deere
	CITY, STATE, ZIP:	PROPOSED SHIPPING DATE:	TERMS:
	BROOKFIELD IL IL 60513		Payment Upon Delivery
	CONTACT:	SALESPERSON:	TO BE SHIPPED VIA:
	PHONE NUMBER:	Pat Carroll	
	(708) 485-2540		

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance.

Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION	
1	John Deere 670G FT4 Motor Grader Serial Number Factory Order With 2016 Approximate Hours Prior Use <u>Equipped With:</u> <ul style="list-style-type: none"> • JOHN DEERE POWERTECH™ PSS6090 9.0L TURBO DIESEL ENGINE RATED 220' HP • DIRECT-DRIVE JOHN DEERE POWERSHIFT PLUS™ TRANSMISSION W/ EBS • 670G MOTOR GRADER • STANDARD HYDRAULIC CONTROLS • 9.0L ENG,EPA FINAL TIER IV • ALTERNATOR 200 AMP • STANDARD FUEL LINES • HYDRAULIC PUMP DISCONNECT • JDLINK ULTIMATE(W/SIM1) N.A. • BLACK EXHAUST STACK • 12' X 24" X 7/8" MB (8" CE) • ENGLISH OPERATOR MANUAL • SNGL INPUT W/O SLIP CLUTCH • 14.0-24 12 PR G2 BIAS TIRES WITH 1 PIECE RIMS • Low Cab w/ Fixed Lower Front and Side Windows • TRANS VALVE SOLENOID GUARD • HYDRAU-GREASE,OIL,FUEL,COOLN • CAB PRECLEANER • DELUXE CLOTH SEAT/AIR SUSPEN • RH 5 FUNC CONTROL VALVE • LH 6 FUNC CONTROL VALVE • REAR RIPPER/SCARIFIER COMBO • Transporting Lights (4 Halogen Transport Lights) • CONVERTER, 24/12V 10/15 AMP • MIRROR, CONVEX EXTERIOR • NO RADIO • A/C - CHARGE • REAR CAMERA 	ALL IN STOCK UNITS SUBJECT TO PRIOR SALE <i>Quote valid for 30 days</i>

ADD WEST SIDE PM PLUS+ 36mo/3000hrs @ 500hr Intervals per hour cost only: ASK FOR QUOTE

Sell Price \$207,700.00

Sales Tax \$ -

\$ -

Balance Due \$ 207,700.00

* 12 Months STANDARD Full Machine Warranty

* Extended 60 month 2,000 hour comprehensive Warranty

FLEET MONITORING SERVICE INCLUDED THROUGH JDLINK ULTIMATE SUBSCRIPTION

West Side Tractor Sales

600 Walnut Court • Rockdale, IL 60436
(815) 730-9011 • Fax (815) 730-9036



PRICE QUOTATION

TO: COMPANY NAME: BROOKFIELD, VILLAGE OF		DATE: May 4, 2016	
ADDRESS: 8820 BROOKFIELD AVE		MODEL NUMBER: 670G FT4	WSTS STOCK NUMBER: New Deere
CITY, STATE, ZIP: BROOKFIELD IL IL 60513		PROPOSED SHIPPING DATE:	TERMS: Payment Upon Delivery
CONTACT:	PHONE NUMBER: (708) 485-2540	SALESPERSON: Pat Carroll	TO BE SHIPPED VIA:

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance.

Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION	
----------	-------------	--

1

John Deere 670G FT4 Motor Grader
Serial Number Factory Order
With 2016 Approximate Hours Prior Use

ALL IN STOCK UNITS SUBJECT TO PRIOR SALE

Quote valid for 30 days

Equipped With:

- JOHN DEERE POWERTECH™ PSS6090 9.0L TURBO DIESEL ENGINE RATED 220 HP
- DIRECT-DRIVE JOHN DEERE POWERSHIFT PLUS™ TRANSMISSION W/ EBS
- 670G MOTOR GRADER
- STANDARD HYDRAULIC CONTROLS
- 9.0L ENG,EPA FINAL TIER IV
- ALTERNATOR 200 AMP
- STANDARD FUEL LINES
- HYDRAULIC PUMP DISCONNECT
- JDLINK ULTIMATE(W/SIM1) N.A.
- BLACK EXHAUST STACK
- 12" X 24" X 7/8" MB (8" CE)
- ENGLISH OPERATOR MANUAL
- SNGL INPUT W/O SLIP CLUTCH
- 14R24 G2 1* MICH 1 PC RIM
- LOW CAB W/ OPEN WINDOWS
- TRANS VALVE SOLENOID GUARD
- HYDRAU-GREASE,OIL,FUEL,COOLN
- CAB PRECLEANER
- DELUXE CLOTH SEAT/AIR SUSPEN
- RH 5 FUNC CONTROL VALVE
- LH 6 FUNC CONTROL VALVE
- REAR RIPPER/SCARIFIER COMBO
- DLX LIGHTING PKG W/HAL +8XTR
- CONVERTER, 24/12V 10/15 AMP
- MIRROR, CONVEX EXTERIOR
- LOWER FRONT INT WIPER/WASHER
- RADIO AM/FM/WB
- A/C - CHARGE
- REAR CAMERA
- SUNVISOR-FRONT WINDOW
- PEDAL DECELERATOR
- FIRE EXTINGUISHER
- BEACON STROBE RIGHT

ADD WEST SIDE PM PLUS+ 36mo/3000hrs @ 500hr Intervals per hour cost only: ASK FOR QUOTE

Sell Price \$228,100.00

Sales Tax \$ -

\$ -

• 12 Months STANDARD Full Machine Warranty

Balance Due \$ 228,100.00

• Extended 60 month 2,000 hour comprehensive Warranty

FLEET MONITORING SERVICE INCLUDED THROUGH JDLINK ULTIMATE SUBSCRIPTION

West Side Tractor Sales

600 Walnut Court • Rockdale, IL 60436

(815) 730-9011 • Fax (815) 730-9036



OPTION PAGE

TO:

COMPANY NAME:

DATE:

5/4/2016

ADDRESS:

8820 BROOKFIELD AVE

MODEL NUMBER:

670G FT4

WSTS STOCK NUMBER:

New Deere

CITY, STATE, ZIP:

BROOKFIELD IL, IL 60513

CONTACT:

PHONE NUMBER:

(708) 485-2540

SALESPERSON:

Pat Carroll

John Deere 670G FT4 Motor Grader

OPTIONS

SELL PRICE

• DOZER BLADE 97"X37.6

\$9,557.00

QUOTE VALID FOR 30 DAYS
PLUS APPLICABLE TAXES

670G/GP

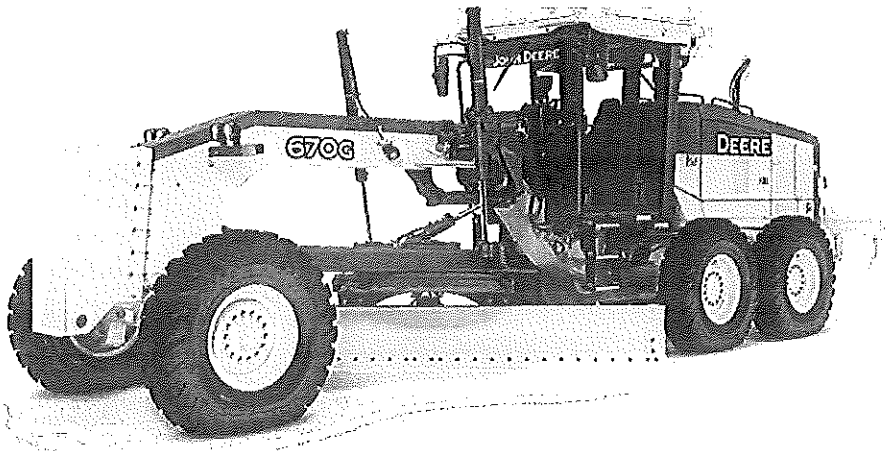
MOTOR GRADER

FEATURES & SPECS

- Final Tier 4-certified engine
- All models come equipped with steering wheel (GPs also come with lever steer)
- Standard hydraulically driven cool-on-demand reversing fan
- Trouble-free serviceability

See All Features

Net Power	175 kW (235 hp)
Net Peak Torque	1230 Nm (907 lb.-ft.)
Blade Pull	12 800 kg (28,220 lb.)
Net Torque Rise	67%



BUILD YOUR OWN



Overview Features Specifications

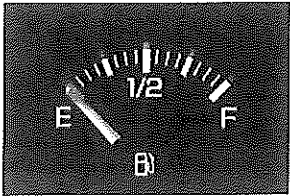
EXPAND ALL COLLAPSE ALL

DRIVELINE

Engine Manufacturer	John Deere
Engine Model	PowerTech PSS 9.0L
Displacement, ltr (Inches³)	9 (548)
Engine Output - Net, kW (hp)	175 (235)
Torque Rise, %	67
Transmission Manufacturer	John Deere
Number Of Speeds - Forward	8
Number Of Speeds - Reverse	8
Tire size - Standard	14.00 - 24
Service Brake Type	Multiple Wet Discs
Service Brake Actuation	Hydraulic

DIMENSIONS

Overall Length, mm (ft/in)	8890 (29 ft 2 in)
Height Over ROPS, mm (ft/in)	3180 (10 ft 5 in)
Wheelbase, mm (ft/in)	6160 (20 ft 3 in)
Bladebase, mm (ft/in)	2570 (8 ft 5 in)
Moldboard Height, mm (inches)	610 (24)
Width - Moldboard, mm (ft/in)	3660 (12 ft)
Frame Circle Diameter, mm (inches)	1524 (60)
Thickness - Moldboard, mm (inches)	22 (0.88)
Moldboard Sideshift - Right, mm (inches)	683 (26.9)
Moldboard Sideshift - Left, mm (inches)	683 (26.9)
Shoulder Reach - Right, mm (ft/in)	2083 (6 ft 10 in)



Fuel Advantage Program

Our program is full of benefits, topped by 10% lower fuel targets than Cat®. Suddenly, those other guarantees feel a bit empty.

Get the John Deere WorkSight™ Fuel Advantage

PRODUCT BROCHURES:

Brochure - English

Brochure - Français

Guide to Better Blading - English

Product Guide - English

Product Guide - Français

YOU MAY ALSO BE INTERESTED IN ...

Shoulder Reach - Left, mm (ft/in)	2083 (6 ft 10 in)
Circle Rotation, °	360
Bank Angle, ± °	90
Hydraulic Blade Tip - Forward, °	42
Hydraulic Blade Tip - Rearward, °	5
Moldboard - Lift Above Ground, mm (inches)	490 (19.3)
Turning Radius - Minimum, m (ft/in)	7.21 (23 ft 8 in)
Frame Articulation, ± °	22

CAPACITIES

PERFORMANCE

WEIGHTS

Export to Excel

EXPAND ALL

COLLAPSE ALL

Non-Current Motor Graders

Used Equipment

Product News and Jobsite Stories

Ultimate Uptime

Features and specifications are based on published information at the time of publication. Features and specifications are subject to change without notice.



Kenneth Blaauw

From: Bob Kosche <bkosche@mcquipco.com>
Sent: Tuesday, April 26, 2016 3:11 PM
To: Kenneth Blaauw
Subject: RE: Village of Brookfield CRM:0062545

Importance: High

Ken,

The grader that is in the Alsip yard is a 2007 Volvo G976 s/n 40912. We have it listed for \$225,000 and it's available immediately. This machine is nothing like the small one that you have. It is 9' wide, over 31' long and almost 11' tall with a 14' moldboard. Below is the link to view the specs on this machine.

<http://www.volvoce.com/SiteCollectionDocuments/VCE/Documents%20North%20America/motor%20graders/G970%20G976%20G990%20Product%20Brochure%201-2-14.pdf>

Please let me know if you have questions.

Thank you,

Bob Kosche
Area Manager
McAllister Equipment Company
Cell: 312-802-3801
Fax: 708-389-2963
bkosche@mcquipco.com

From: Tim Stratinsky
Sent: Monday, April 25, 2016 4:03 PM
To: Kenneth Blaauw
Cc: Bob Kosche
Subject: RE: Village of Brookfield

Bob,

Would you please contact Ken regarding the grader below.

From: Kenneth Blaauw [<mailto:KBlaauw@brookfieldil.gov>]
Sent: Monday, April 25, 2016 3:25 PM
To: Tim Stratinsky
Subject: Village of Brookfield

Tim,

Thanks for your time last Friday. I'd like to follow up on two items:

- 1.) Husqvarna saw – the quote I have is for a Core Cut JBV 3535 with a 26 inch blade. I am hoping you can quote a comparable Husqvarna.

2.) I was driving through Alsip yesterday and saw a Volvo road grader in the Alsip yard. Any chance I could get info on that machine?

Thanks,

Ken

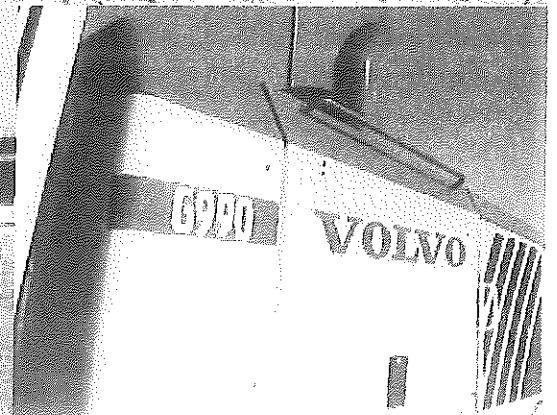
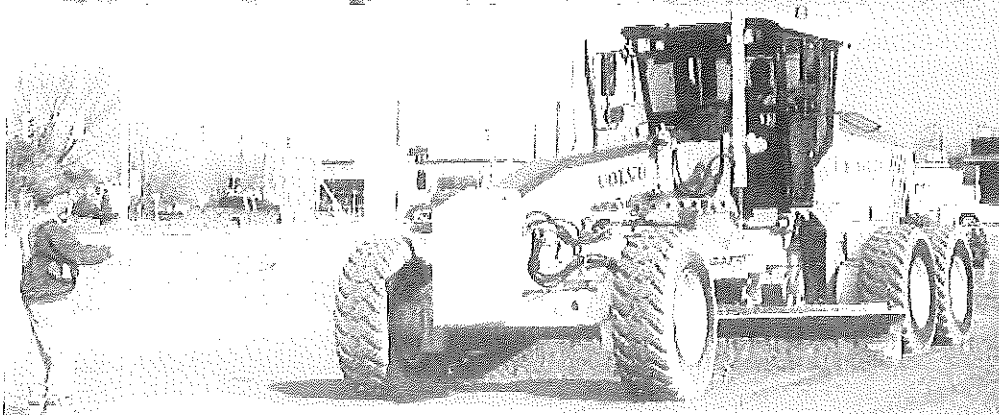
Kenneth L. Blaauw, P.E.
Director of Public Works
Village of Brookfield
8820 Brookfield Ave
Brookfield, IL 60513

Office (708) 485 2540 ext 2965
Fax (708) 485 6575

Volvo G900 Motor Graders

† With All Wheel Drive engaged

Model		G970	G976	G990
Base operating weight - approximate	lb (kg)	41,660 (18 900)	43,650 (19 800)	48,720 (22 100)
Engine model/displacement		D9B/9.4 L	D9B/9.4 L	D9B/9.4 L
Base range net power	hp (kW)	210 (156)	225† (168)	225 (168)
Mid range net power	hp (kW)	230 (171)	245† (183)	245 (183)
High range net power	hp (kW)	250 (186)	265† (198)	265 (198)



STRONGER. TOUGHER. FINER. SMARTER.

From heavy cutting to fine finishing, G900 Motor Graders work with grader operators to perform every task efficiently, profitably.

Power on demand

With the G900 Motor Graders, Volvo puts the keys to new levels of profitable grader performance in your hands. What you'll notice first, is the power. Dig into the job and Volvo digs in with you. Volvo engines are renowned for high torque at low RPMs, producing responsive, fuel-efficient performance under all operating conditions. When you call for power to muscle through heavy overburden or to hold and turn loads smoothly under power, your Volvo G900 Motor Grader comes through without hesitation.

Then there's the touch

Highly responsive industry-standard controls give skilled operators the sure feel they need to do what they do best. Wide stance blade lift cylinders coupled with the low angle side shift cylinder provide the most stable grading platform in the industry. Heavy-duty inching clutches and a powerful twin-gear direct-drive circle turn system translate responsive control into precise earthmoving results. You get more one-pass finishes with cost-saving accuracy.

Precise and predictable

Volvo's Proportional Demand Flow (PDF) hydraulic system, balances flow between all grading functions for consistent and predictable implement control. The G900 PDF hydraulic system is ideally suited for all leading Automatic Blade Control systems.

Gearing up for the bottom line

Volvo HTE transmissions, including standard 8-speed and optional 11-speed models, translate engine output into intelligent power for faster, simpler duty cycles. With selectable Manual, optional Autoshift and Travel modes, your choice of G900 Motor Graders offers power and speed the way you want it, when you want it. With the Volvo Autoshift mode, you just select your gear and go. Your Volvo HTE transmission does the rest to get you up to speed in your working or travel gear ranges quickly, economically and smoothly. Volvo shuttle shift, a standard feature on all Volvo Grader transmissions, allows operators to make effortless, forward-to-reverse shifts (and vice versa) without stopping or using the inching pedal. In jobs that require frequent direction changes, shuttle shifting means faster cycle times, less fatigue and more work done at day's end.

Turning the Corner

The G900 Series introduced a new concept to motor grader thinking: a longer wheelbase that can turn in tighter circles! The long G900 wheelbase ensures greater stability and fine grade control and also improves the sight line to the leading tandem wheels, helping operators run closer to grade markers. For improved mobility in tight spaces, a low maintenance front axle gives the G900 Series a reduced turning circle with its 50° steering range and a large 21° articulation angle. The G900 Graders not only make the grade but follow it, too.

